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16-02

A G R E E M E N T

Between

B O A R D   O F   E D U C A T I O N

C L I F F T O N,   N E W   J E R S E Y

And

C L I F F T O N   T E A C H E R S'   A S S O C I A T I O N

C L I F F T O N,   N E W   J E R S E Y

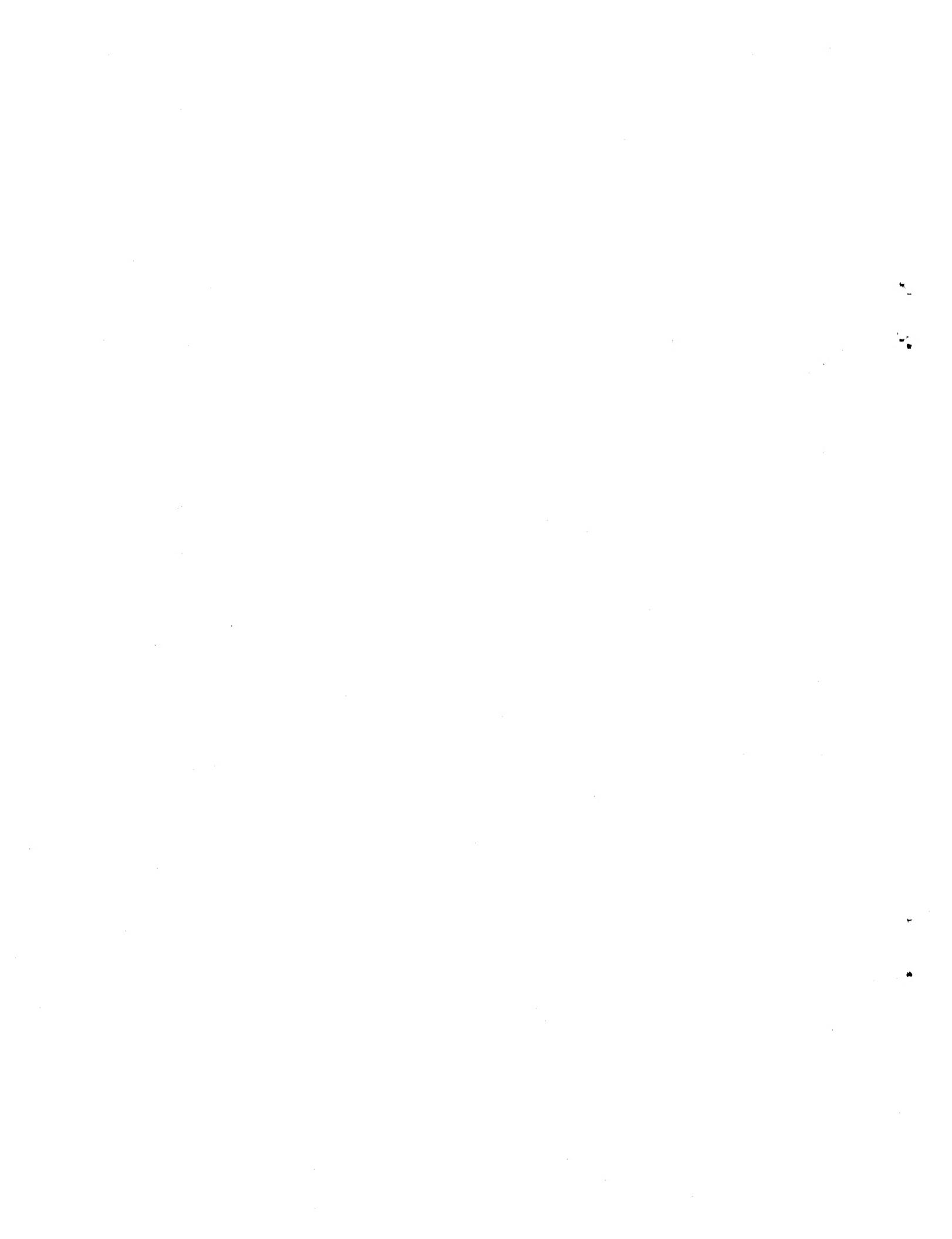
Retroactive to JULY 1, 1973

to JUNE 30, 1975



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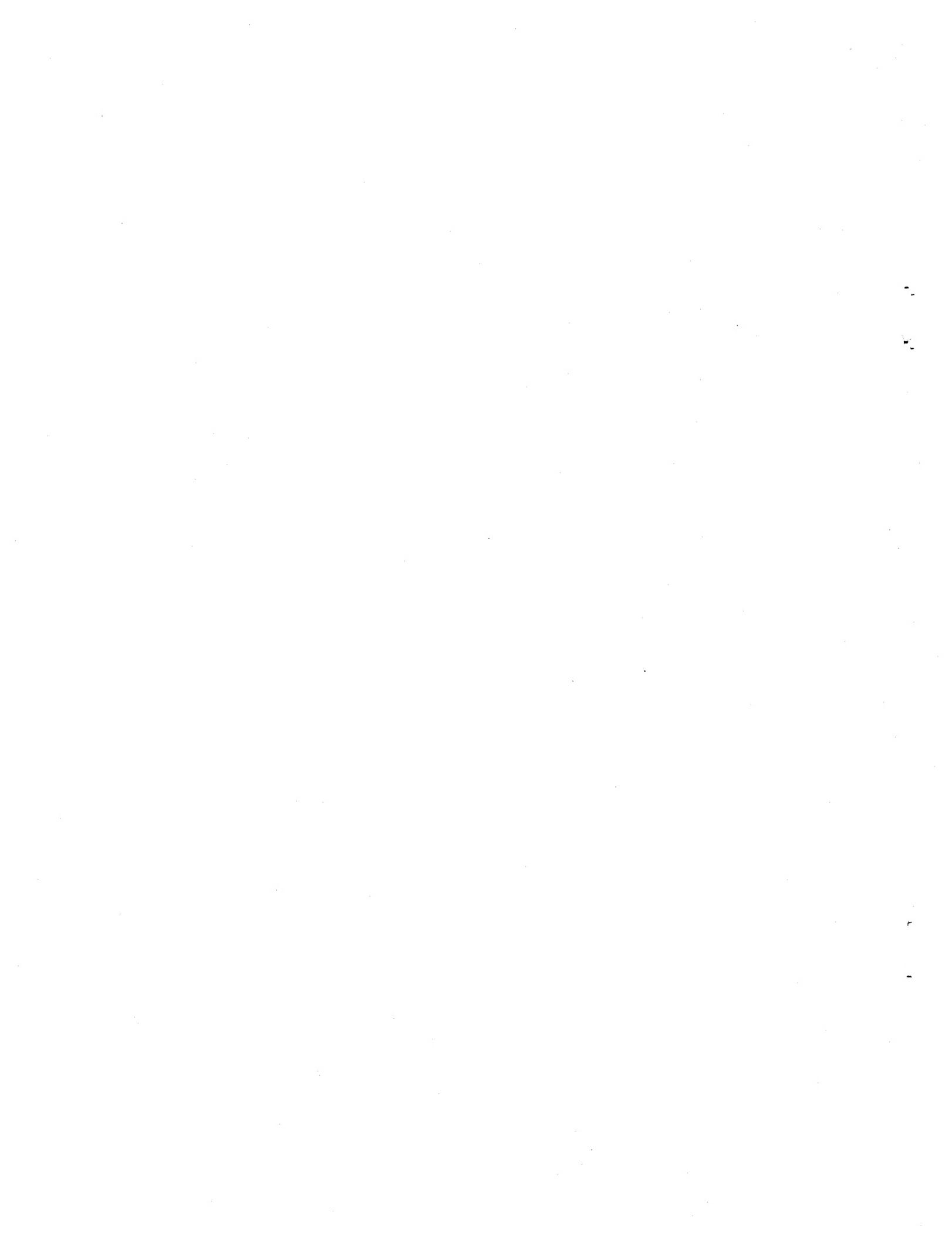


## ACKNOWLEDGEMENT

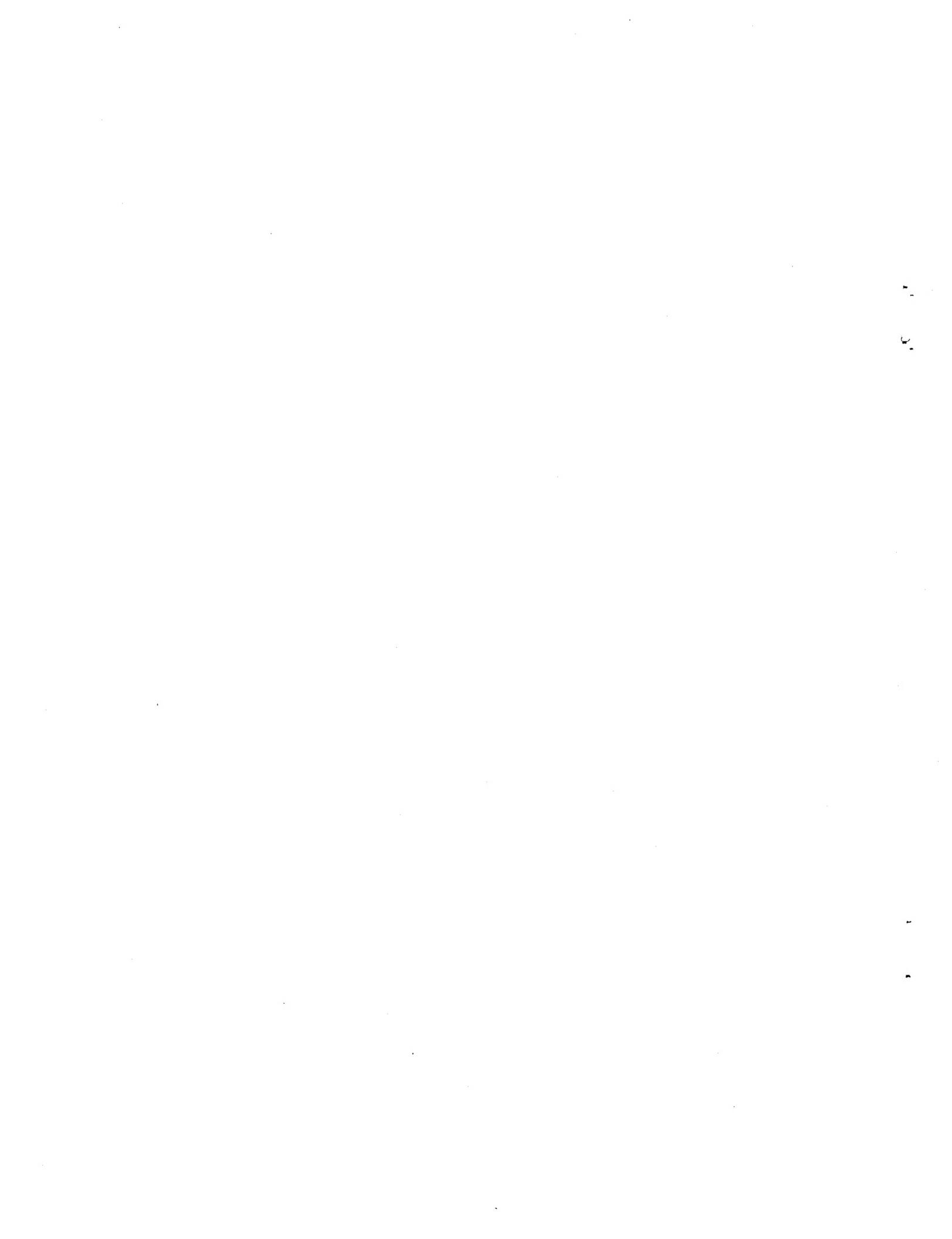
This agreement entered into this first day of July, 1973, by and between the Board of Education of Clifton, New Jersey, hereinafter called the Board, and the Clifton Teachers' Association, hereinafter referred to as the Association, shall continue in effect until June 30, 1975, subject to the rights herein contained, in consideration of the following mutual covenants, it is hereby agreed as follows:

## RECOGNITION

Upon the annual submission of written documentation of representation, the Board hereby recognizes the Clifton Teachers' Association as the sole and exclusive representative for collective negotiations concerning the terms and condition of employment for all certified teachers, whether under contract, on leave, or on a per diem basis employed by the Board. This includes nurses, coordinators and/or department chairmen, guidance counselors, and special services teachers, but excludes substitute teachers. Recognition is granted to the aforementioned groups and to the exclusion of all others.



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## PREAMBLE

Recognizing that providing a high quality education for the children of Clifton is the paramount aim of this School District and that good morale in the teaching staff is necessary for the best education of the children, we do hereby declare that:

The Board of Education, under law, has the final responsibility of establishing policies for the District.

The Superintendent and his staff have the responsibility of carrying out the policies established. The professionally certified teaching personnel have the ultimate responsibility of providing the best possible education in the classroom.

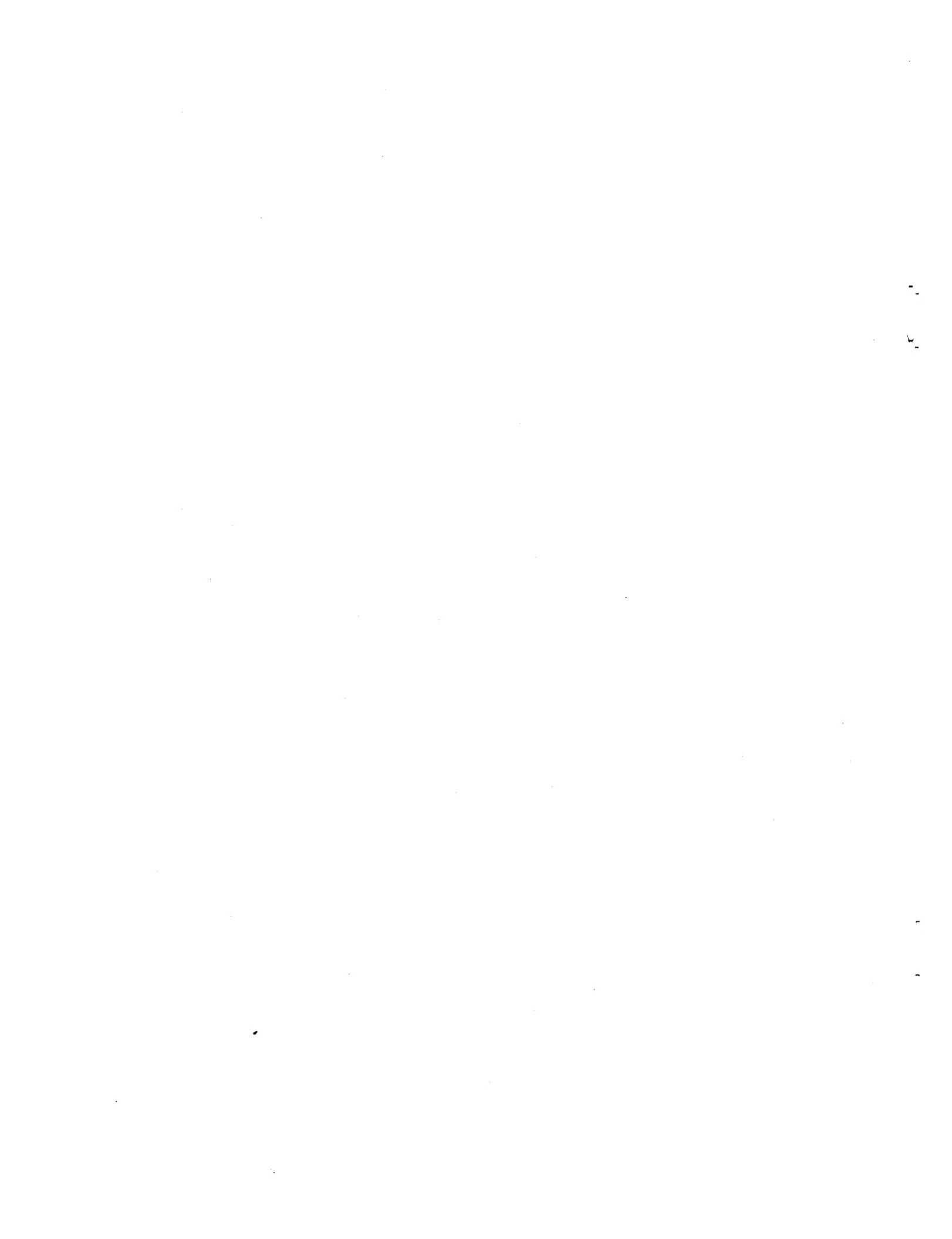
The participation of the staff in the establishment of personnel policies is recognized as a democratic concept conducive to high morale.



## ARBITRATION OF THIS AGREEMENT

Any dispute that pertains to those items that arise out of the administration and/or interpretation of this agreement is subject to arbitration in accordance with the following procedure:

- A. Written notice of submission to arbitration may be given by either party of this agreement.
- B. Within ten (10) days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- C. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearing promptly and shall issue his decision not later than thirty (30) days from the date of the close of the hearings or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The Arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.



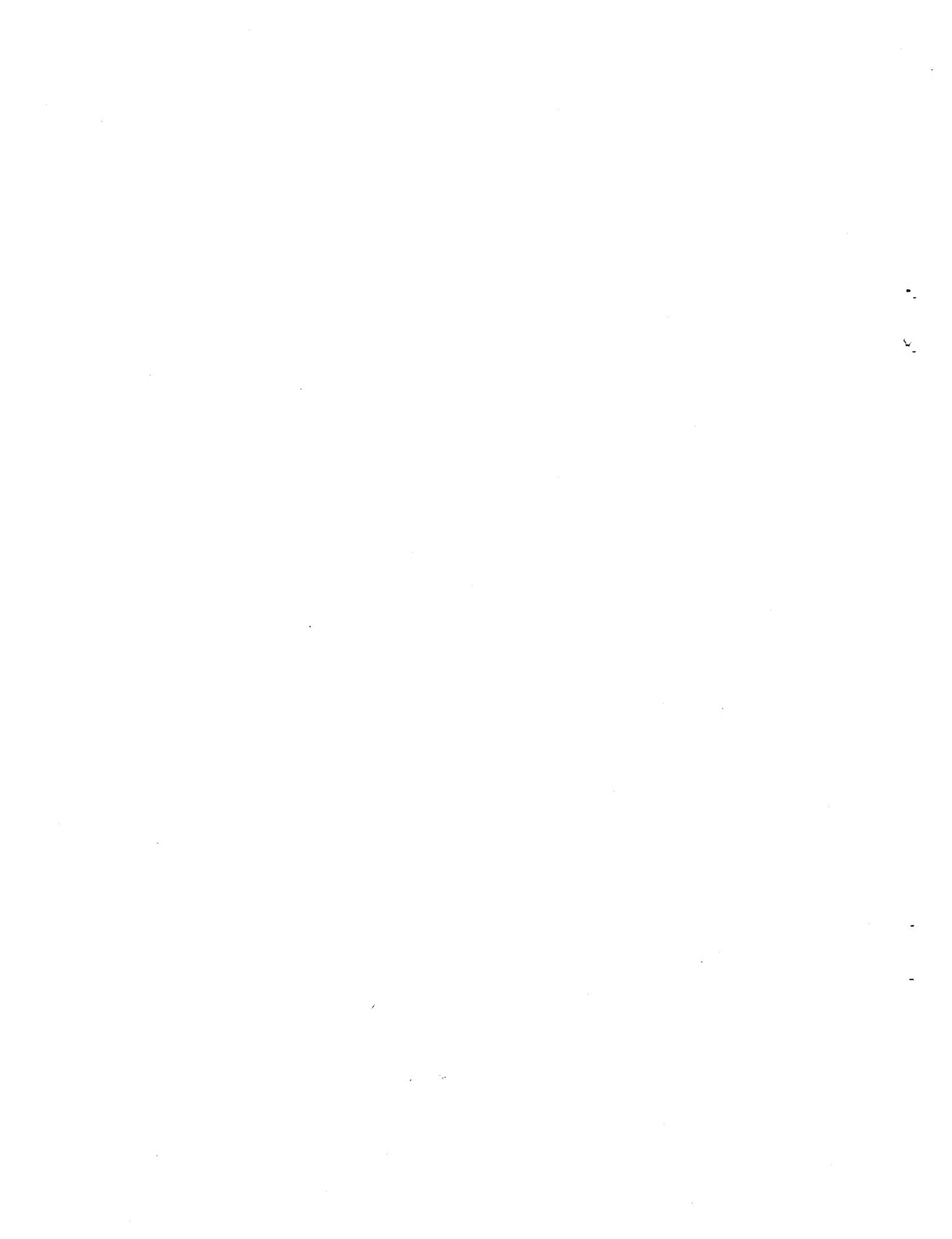
D. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.



## ADVISORY COUNCIL

The Advisory Council of the Clifton Public Schools shall use the following guidelines:

- A. The Council shall be constructed of the following panels:
  1. Three (3) teacher members of the Clifton Teachers' Association selected by the Association.
  2. Three (3) administrators representing the administrative and supervisory ranks to be selected by the Superintendent of Schools.
  3. Three (3) members of the Board of Education and the Superintendent of Schools or his designee. Board members on the panel shall be selected by the Board of Education. This panel will have the right to enter into discussions without the power to vote.
- B. The purpose of this Council will be to improve the instructional program and to address themselves to the problem areas related thereto. (It is not to be used as grievance machinery.)
- C. The Council shall meet at least once a month starting in September 1973 through June inclusive each year through June 1975, at the Senior High School on weekdays during evening hours. The Council shall forward within five (5) days following, a monthly report to the Superintendent of Schools with a copy to the Board of Education and each of the voting panels, giving its recommendations on instructional improvements for consideration by the Superintendent. The recommendations may be in the form of a unilateral recommendation of the voting members of the Council on a particular subject or in individual panel reports from each of the two voting panels dealing with the same subject. Additional subjects shall be treated in like manner. Recommendations accepted by the Superintendent may be administratively implemented except those matters requiring prior Board of Education approval. If any recommendations submitted in said reports are not accepted by the Superintendent, he shall give written reasons for his rejection prior to the next monthly meeting of the Council. If four (4) or more voting members of the Council and representing a majority vote of the voting Council are not satisfied with the written rejection of the Superintendent, he shall submit said written rejection to the Board of Education and Association within ten (10) days of the receipt of the Council's request for the Board of Education's review of the Superintendent's rejection with his recommendations.

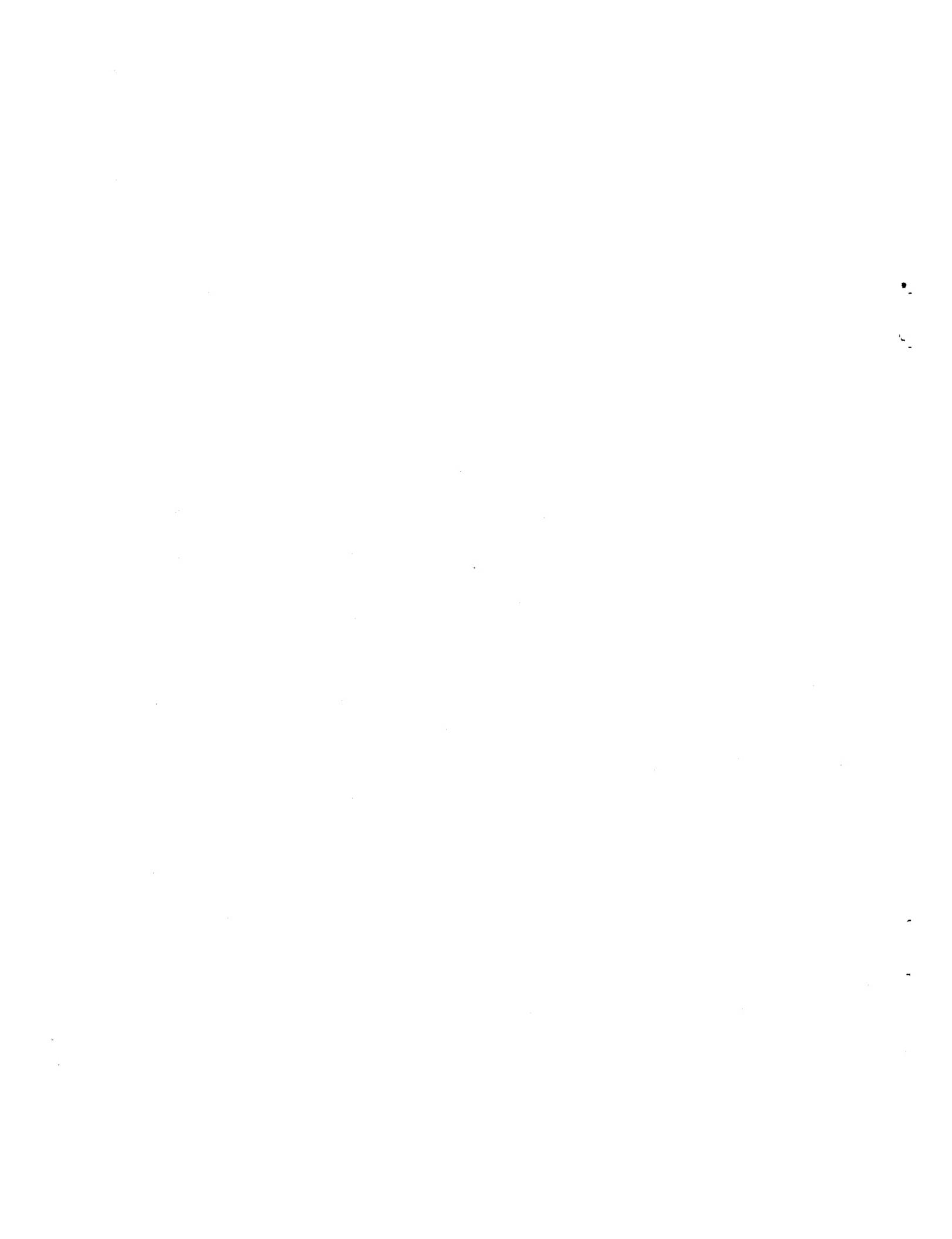


- The Board shall then consider the reports and render its decision in writing to the Council within thirty (30) days. The decision of the Board shall be final. The Council shall set no policy nor intrude on statutory duties of the Board of Education or its administrators.
- D. The internal operational rules of the Advisory Council shall be determined by the Council itself. The Council shall appoint a chairperson who shall serve for five (5) months and who shall be a member in alternating order of the teachers' and administrators' panels.
- E. The term of office of each appointee shall be one (1) year but said appointee is eligible for reappointment on an annual basis (except as qualified in A above.)



## ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to make available for duplication to the Association in response to reasonable requests, from time to time, all information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and any information which may be necessary for the Association to process any grievance, complaint, or information needed for negotiations. The Board shall submit only that information that is under the realm of public information.
- B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
- C. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall have the right to enter the schools to meet with teachers during their lunch periods or before or after school hours (see hours set forth here and after) to carry out appropriate Association business. Representatives who enter the schools shall notify the principal or his designee of their presence prior to meeting any teacher or group of teachers.
- D. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meeting so long as the same do not interfere with or interrupt normal school activities and subject to notification to the Superintendent at least three (3) school days in advance. For emergency meetings, twelve (12) hours notice shall be sufficient. Permission shall be received from the Superintendent or his designee.
- E. The Association shall have the right to use school equipment at reasonable times when such equipment is otherwise not in use. Permission for the use of school equipment shall be acquired in advance from the school principal or his designee. All equipment thus obtained must be used exclusively within the same building for which said equipment is part of the school inventory. Said equipment shall be: Ditto machines, Mimeograph machines, Typewriters, Adding and Calculating machines, Projectors, Sound Equipment, and Public Address Equipment provided said equipment's use deals with education, instruction, and/or constructive requirements of the Association and our school system and for the enrichment of the relationship between the Association and the Board of Education.



- F. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and teachers' dining room. Copies of all materials to be posted on such bulletin boards shall be approved and marked by the Association's Executive Board or its designee so long as the same does not violate local, State or Federal law. Said materials to be made available to the respective principals.
- G. The Association shall have the right to use the inter-school mail facilities as it deems necessary. It is understood, however, that school mail has priority at all times.
- H. A copy of all administrative notices dated July 1, 1973 and thereafter pertaining to teachers will be sent to the Association.
- I. Association delegates and executive officers are permitted to leave their respective buildings at student dismissal time for attendance at regularly scheduled Association meetings. The Association will supply to the appropriate principal or department head a list of employees covered by this section and the date of the scheduled meetings for the forthcoming year no later than October 30. The Association reserves the right to change or alter said list of employees.



## GRADUATE STUDY REIMBURSEMENT

The Board of Education has agreed to reimburse every tenure teacher for any number of graduate credits taken subsequent to attaining tenure at an approved college or university immediately after completion of the accredited course.

Teachers have the obligation to serve in the system until the number of credits paid for, reaches the credit years shown on the scale below:

NUMBER OF CREDITS TAKEN	NUMBER OF OBLIGATED YEARS AFTER COMPLETION OF REIMBURSED CREDITS
0 - 8	1
9 - 16	2
17 - 24	3
25 - 32	4
33 - 40	5
41 - 48	6
49 - 56	7
57 - 64	8

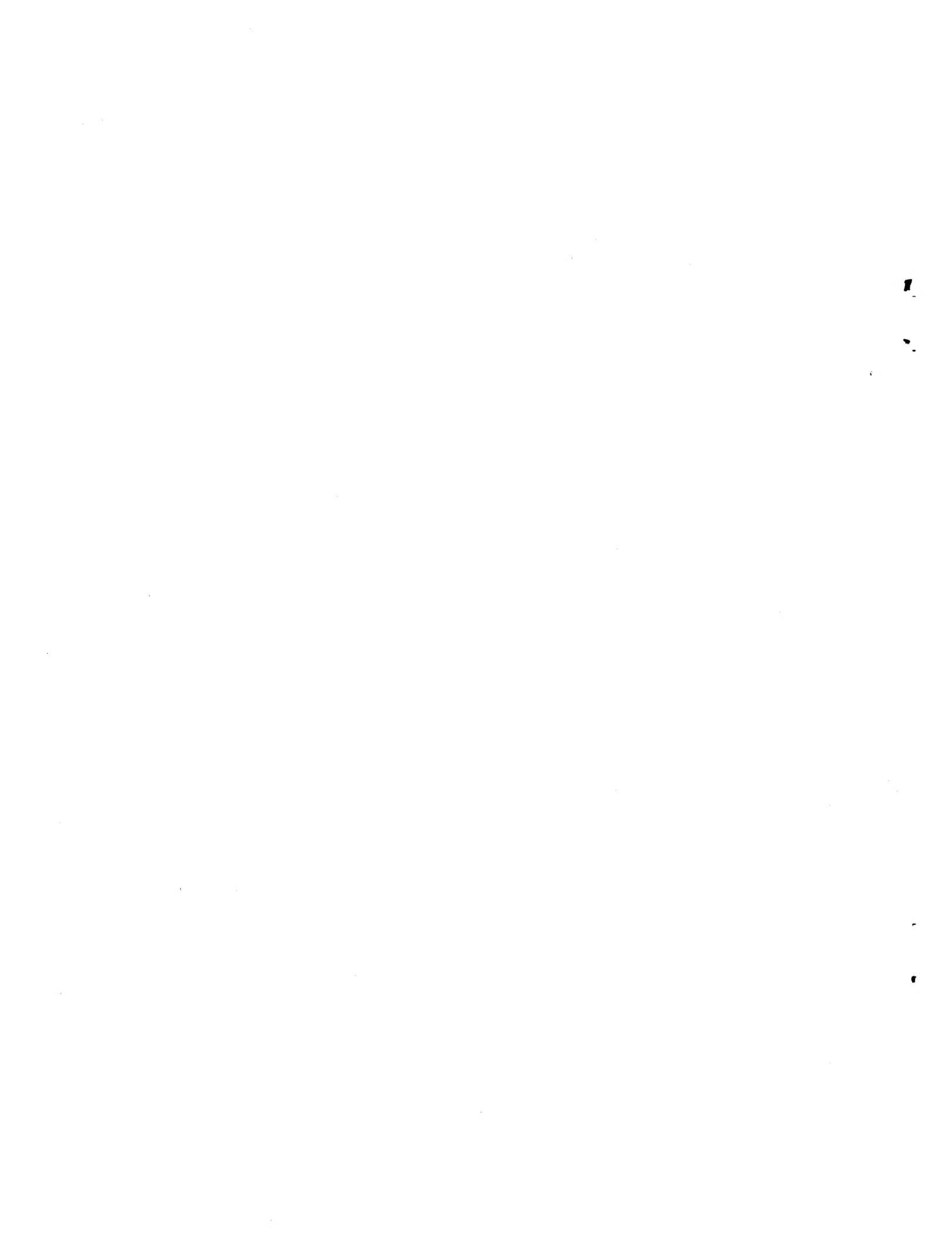
If a teacher desires to leave prior to reaching the years shown on the Year-Credit scale, the teacher must reimburse the Board for the difference in the dollar monies received and the monies allowed per scale.

However, emergencies cancel out the obligations. Such emergencies are:

1. Distant transfer of spouse causing employee resignation.
2. Illness or disability causing retirement.
3. Death
4. Any other valid reason subject to Board approval.

Teachers are eligible to receive reimbursement subject to the following rules and stipulations:

1. Eligibility becomes effective with tenure year.
2. Applicants must pass courses for which reimbursement is sought with a minimum of a "B" average. In the event that only "Pass/Fail" courses are available, a "Pass" grade will be satisfactory.

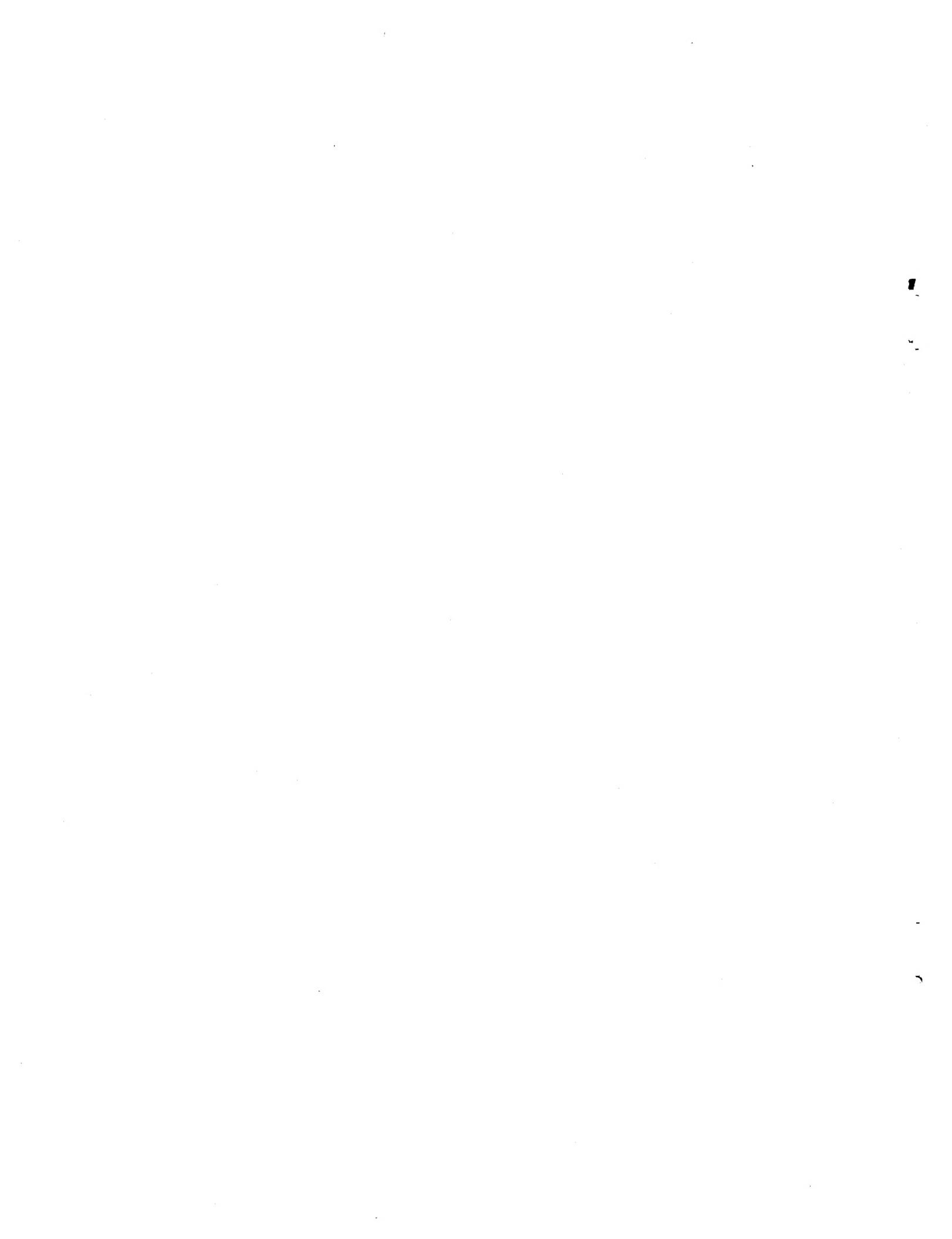


3. The approved study categories are as follows:

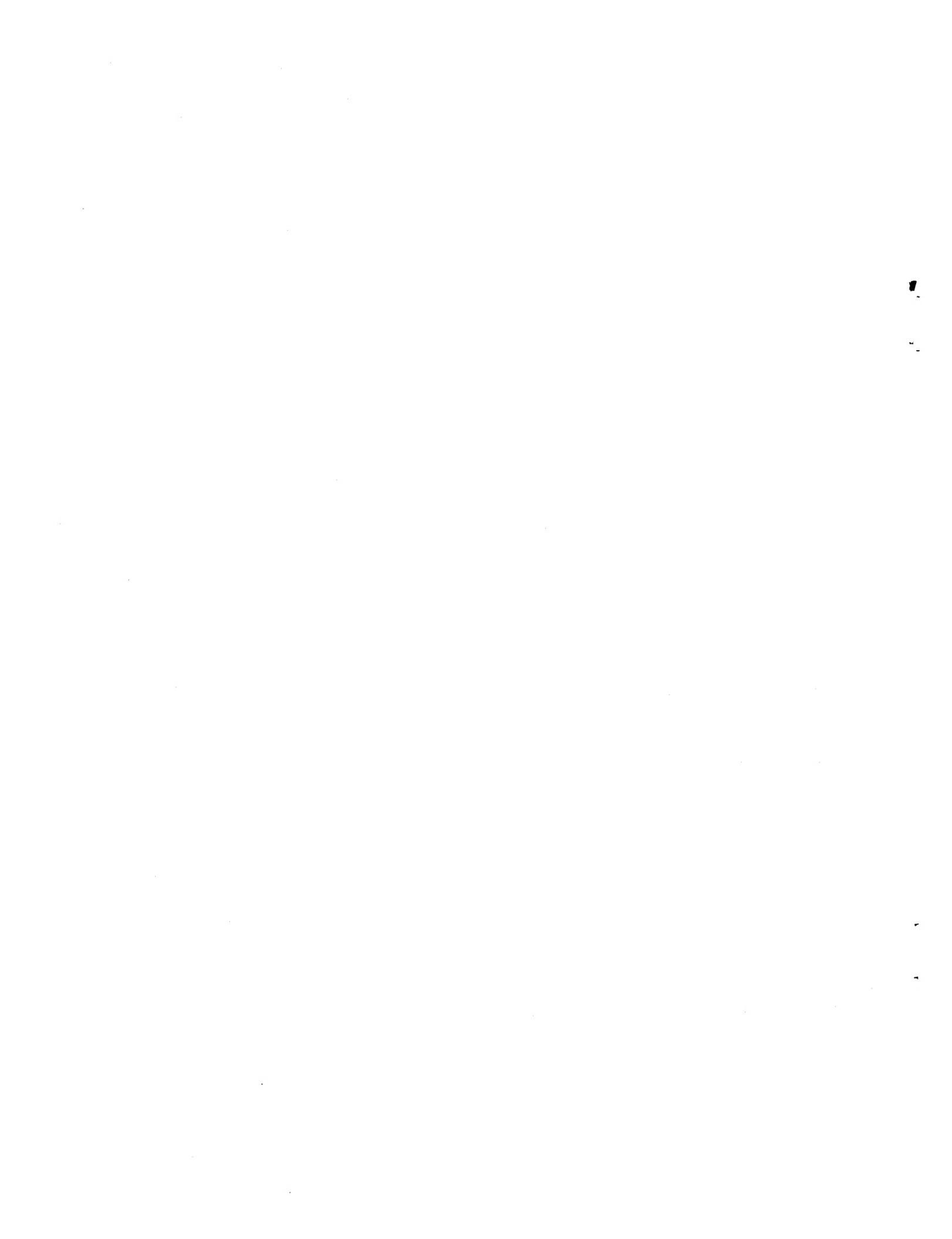
- a. Major and minor teaching fields for teachers assigned to grades seven through twelve inclusive as certified by the New Jersey Department of Education.
- b. Elementary education oriented courses for elementary teachers certified by the New Jersey Department of Education for teachers assigned to grades K through six inclusive.
- c. In addition to the above, the Superintendent of Schools or his designee shall approve courses for teachers officially matriculating in an advanced degree program in education and which are required as stated in the official catalogue of the college or university as a prerequisite to the award of such degree. Teachers who change from one college or university to another or from one degree matriculation to another shall be eligible for reimbursement once for prerequisite courses required for the original degree sought and for which official matriculation was granted.

Subject to 3a, b, or c above:

4. Courses when passed must be approved by the Superintendent of Schools or his designee.
5. Payment will be made for tuition costs only.
6. Teachers receiving sabbatical leaves will not be eligible for course reimbursement for that year.
7. Teachers must be employed by the Board to receive payment.
8. Reimbursement procedure: Submit within sixty (60) days following notification by the college/university of successful completion of academic course and grade earned, a request to the Superintendent or his designee for reimbursement which includes the following information:
  - a. Course Number
  - b. Title
  - c. Credit Hours
  - d. Graduate Level Designation
  - e. Course description (clip from catalogue or reproduce that portion listing above information
  - f. Official Transcript
  - g. Validated voucher showing tuition, parking (if any), late fee, deferred fee, registration fee, etc.



9. Board will pay within ninety (90) days after proper submission of a request for payment voucher. This voucher must be accompanied by all supporting documents.
10. Teachers shall be limited to reimbursement for no more than a total of eighteen (18) credit hours during a year not to exceed six (6) hours per fall or spring semester.
11. State College rates are to be used in determining the reimbursement per credit hour. Students who officially matriculate for an advanced degree, as evidenced by official acknowledgement of such status by the college/university in which such degree is sought and submit official transcript of courses taken prior to July 1, 1972, will be allowed to continue their programs at the full rate of credit hour cost for the respective college or university. This shall be limited to the minimum number of credit hours required for such degree and shall be further limited to the degree originally matriculated.
- 11(x). Teachers will be placed on the appropriate step of the master's or doctorate degree guide upon submitting a copy of the actual degree or an official transcript of the college or university attended showing that courses credited toward said degrees were in the fields covered in 3a, b or c above and in accordance with the stipulations thereof.
- 11(xx). With respect to the question of a teacher's placement on the sixth year level guide, it is the intent and understanding of the parties that those credits obtained beyond the master's degree shall be both for the betterment of the teacher's performance and the enrichment of student learning, and which courses will be acceptable and certified by the New Jersey State Board of Examiners.
12. The total budget amount to be appropriated by the Board of Education in the tuition reimbursement program is \$23,000.00 for 1974-1975.
13. College course credits to be approved for reimbursement, degree attainment, and/or 6th year level equivalency must be successfully completed and shall have been obtained at fully accredited colleges and universities recognized by the New Jersey State Department of Education and one of six recognized regional agencies. There are six (6) recognized regional accrediting agencies for colleges and universities: Middle States Association of Colleges and Secondary Schools, Southern Association of Colleges and Secondary Schools, North Central Association of Colleges and Secondary Schools, Northwest



Association of Colleges and Secondary Schools, New England Association of Colleges and Secondary Schools, and Western Association of Colleges and Secondary Schools.

14. The foregoing shall apply for the contract year commencing July 1, 1974 and terminating June 30, 1975; the Graduate Study Reimbursement Program for 1973-1974 shall remain as it was in the 1972-1973 contract.
15. Courses in Administration shall not be eligible for reimbursement except as covered in 3c and further provided the teacher obtains a degree within five (5) years of matriculation.
16. Courses in Subject Supervision shall be reimbursed as covered in 3a, b, or c.



## GRIEVANCE PROCEDURE

A grievance is a claim by an employee, a group of employees, or by the Association, that he or it has been harmed (or they have been injured by the interpretation, application, or violation of the Agreement, policies of the Board, or by its administrative decisions which affect terms and conditions of employment.

### LEVEL 1

- A. Any employee who has a grievance shall discuss it first with his principal (or his immediate superior or department head, if applicable) in an attempt to resolve the matter at that level.
- B. If, as a result of the discussion, the matter is not resolved, the employee may set forth his grievance in writing with supporting reasons to the principal. The principal shall communicate his decision to the employee in writing with supporting reasons within six (6) school days.

### LEVEL 2

- A. If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within six (6) school days after presentation of the grievance, he may file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the PR&R Committee), within six (6) school days after receiving the decision at Level One or twelve (12) calendar days after the grievance was presented, whichever is sooner. Within six (6) school days after receiving the written grievance, the PR&R Committee shall refer it to the Superintendent of Schools.
- B. If the PR&R Committee determines that the grievance is without merit, it will so advise the employee.



## INVOLUNTARY TRANSFERS

### Definition

Elementary -- A transfer is a change in building. A change in more than two grade levels shall not be made within thirty (30) days of school opening, unless necessary.

Secondary -- A transfer is a change in building.

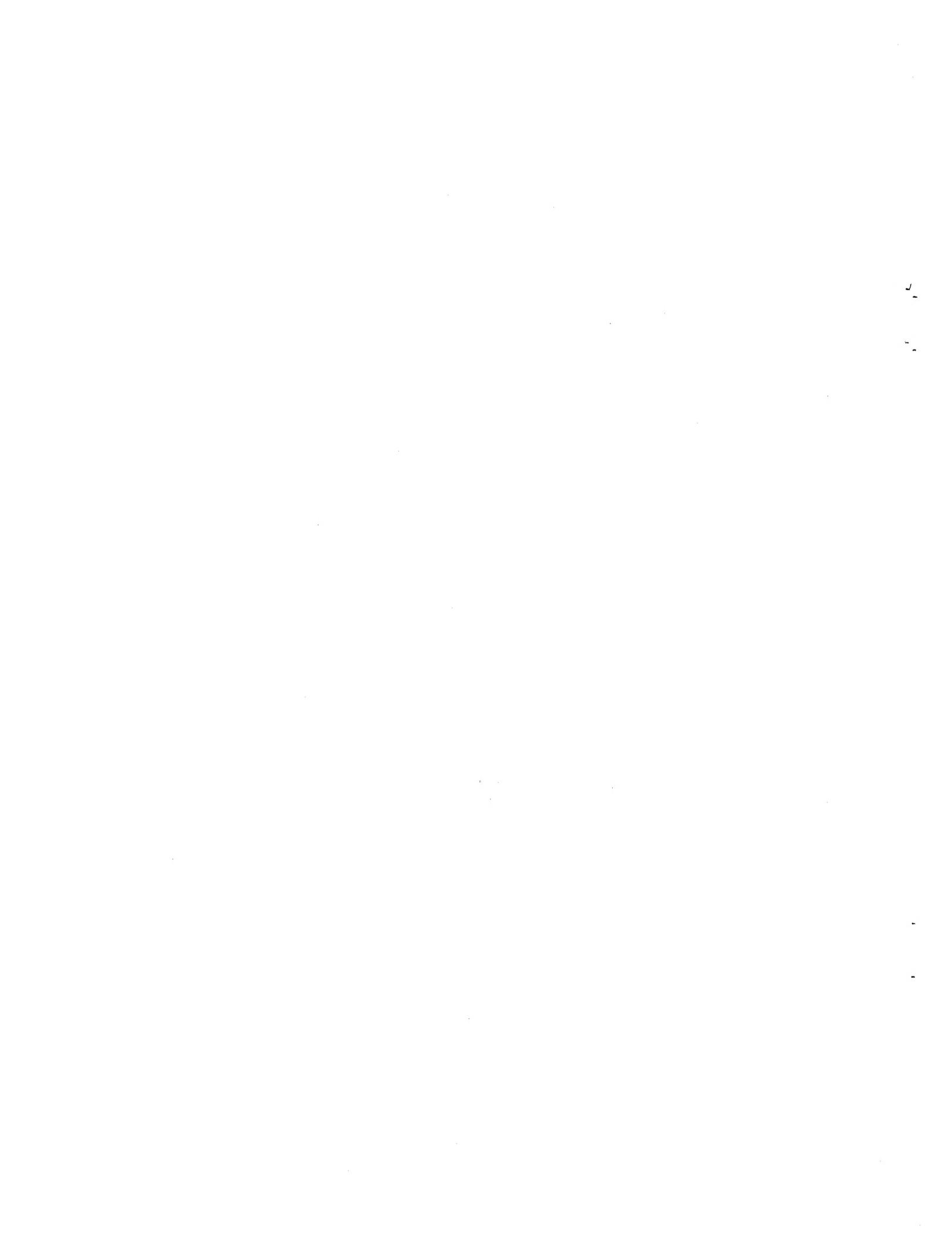
It is the intention of the Board not to make transfers after July 10. However, it will do so when necessary.

- A. Notice shall be given by the Principal or his designee before transfers. Ordinary mail service shall be deemed compliance.
- B. Upon request, the transferee will be given the reason for said transfer by the Principal or his designee.
- C. If dissatisfied the transferee may request and receive the reason for said transfer from the Superintendent or his designee, which will dispose of the matter unless the teacher challenges that the transfer was personal in nature.
- D. If the transferee appeals the Superintendent's decision and maintains the transfer was of a personal nature, the transferee shall notify the Association of his proposed action.
- E. The Association may request, on behalf of the transferee, a meeting with a three (3) man Board committee to hear the nature of the personal matter. The purpose of this committee is to determine if the transfer was personal in nature.
- F. If one or more of the Board Committee deems the transfer to be personal in nature, the Board of Education will schedule a hearing in executive session, within thirty (30) days after receipt from the Board Committee. A decision to dispose of the matter will be made within ten (10) days of the hearing.



## MEDICAL INSURANCE

- A. The Board agrees to pay full premiums for each employee and his family covered by this agreement for coverage in the Blue Cross-Blue Shield Plans of New Jersey, including Rider J and the Major Medical coverage as offered by the Connecticut General Life Insurance Company.
- B. The Board agrees to increase the Major Medical coverage to include:
  - Coverage extended to \$50,000.
  - Extension of the two-year limit to lifetime coverage.
  - Inclusion of benefits for dependents in the event of a teacher's death.
- C. However, it is further agreed that the Board reserves the right, during the term of this contract, to revert this program to a private carrier plan. It is further mutually agreed that any new program or plan will be equal to or better than those presently in effect and that any changes will carry with it the right to examination and approval of the Association.
- D. The Board will add extended coverage for retiring personnel at the group rate at the expense of said retiring personnel in the area of Major Medical (Board to act as the collecting agency so that the retiring members may obtain the same rate as the group), subject to approval of the carrier.



### LEVEL 3

The appeal to the Superintendent must be made in writing with supporting reasons and must set forth the grounds upon which the grievance is based. The Superintendent or his designated representative shall arrive at a decision within ten (10) school days of receipt of the written appeal. The Superintendent shall communicate his decision in writing, at this time along with reasons, to the aggrieved person, and also a copy to the PR&R Committee. In the event it is not possible to arrive at a decision within the ten (10) school days, the Superintendent shall communicate his reasons in writing to the teacher and the PR&R Committee, indicating therein the expected date of decision.

### LEVEL 4

If the aggrieved person is not satisfied with the disposition of his grievance at Level Three or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, the PR&R Committee may request the Superintendent to present the grievance to the Board of Education. The Superintendent shall then immediately forward the grievance to the Board of Education. The Board of Education shall hear the grievance in executive session and make a determination within fourteen (14) school days from the date of its receipt, and shall furnish its written findings to the Association within forty-eight (48) hours thereafter.

### MISCELLANEOUS

- A. Nothing stated herein shall deprive an employee of his right to appeal the application of policies and administrative decision affecting him through recognized channels until it reaches the Board of Education nor shall he be deprived of his right to be represented by an educational representative(s), an active member(s) of the local school system or active member(s) of his professional associations of his own choosing before the Board of Education, and in all stages of his appeal, the employee shall be present in the presentation of his personal professional grievance.
- B. In presenting his personal professional grievance, the member of the staff shall be assured freedom from prejudicial action in presenting his appeal.



- C. If in the judgment of the PR&R Committee, a grievance affects a group or class of teachers, the PR&R Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Three. The PR&R Committee may process or continue to process such a grievance as an aggrieved party through all levels of the grievance procedures even though the aggrieved person does not wish to do so.
- D. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. It is understood, however, that any original documents or records pertaining to discipline action which might lead to grievance procedure be retained in the individual personnel file.
- E. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this article.
- F. The decision of the Board shall be final.



## NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with the applicable laws of the State of New Jersey in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin after June 30 but not later than October 15 of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all groups recognized under this agreement, be reduced to writing, ratified and signed by the Association, and signed and adopted by the Board.
- B. During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter proposals. The Board shall make available to the Association for inspection, all pertinent records under the realm of public information. The Board shall provide the Association with a complete tentative line budget for the next fiscal year on the day following tentative approval of the budget by the Board of Education.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider and make counter proposals in the course of negotiations.
- D. Upon giving ten (10) days notice, at the request of either party, representatives of the Board and the Association's negotiating committee shall meet to review and resolve problems regarding the administration of this agreement. The purpose of the call and the factual background therefore shall be listed in the notice. These meetings are not intended to bypass the grievance procedure or normal administrative procedure.
- E. At all meetings between the parties, minutes shall be taken by a secretary mutually agreeable to both parties. Minutes of the previous meeting should be distributed at least three (3) days prior to the next meeting.
- F. All meetings between the parties shall be regularly scheduled whenever possible, to take place when the teachers involved are free from assigned instructional responsibilities, unless otherwise agreed. All negotiations shall be at such time, place, and date as shall be mutually agreed upon.



- G. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, the amendment shall be reduced to writing by the Board and after such writing is prepared it shall be ratified and signed by the Association, and signed and adopted by the Board. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- H. A joint effort will be made by both parties to complete negotiations prior to February 1.
- I. Final proposals are subject to ratification by both parent bodies.



## NOTIFICATION

- A. On or before April 30 in each year, the Board of Education shall give to each nontenure teaching staff member continuously employed by it since the preceding September 30 either:
  1. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary as may be required by law or policies of the Board of Education; or,
  2. A written notice that such employment will not be offered.

Should the Board of Education fail to give to any nontenure teaching staff member either an offer of contract for employment for the next succeeding year or a notice that such employment will not be offered, all within the time and in the manner provided by this act, then the Board of Education shall be deemed to have offered to that teaching staff member continued employment for the next succeeding school year upon the same terms and conditions but with such increases in salary as may be required by law or policies of the Board of Education.

If the teaching staff member desires to accept such employment, he shall notify the Board of Education of such acceptance in writing on or before June 1, in which event such employment shall continue as provided for herein. In the absence of such notice of acceptance, the provisions of this article shall no longer be applicable.

- B. On or before July 10 all teachers shall be notified of class and/or grade level and school assignment.



#### PERSONAL AND ACADEMIC FREEDOM

The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Clifton School District, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with the performance of their teaching functions. Teachers covered by this Agreement shall have all the rights as guaranteed by the constitutions of the United States and the State of New Jersey including the statutes relating thereto and those rights further protected by the tenure laws of the State of New Jersey.



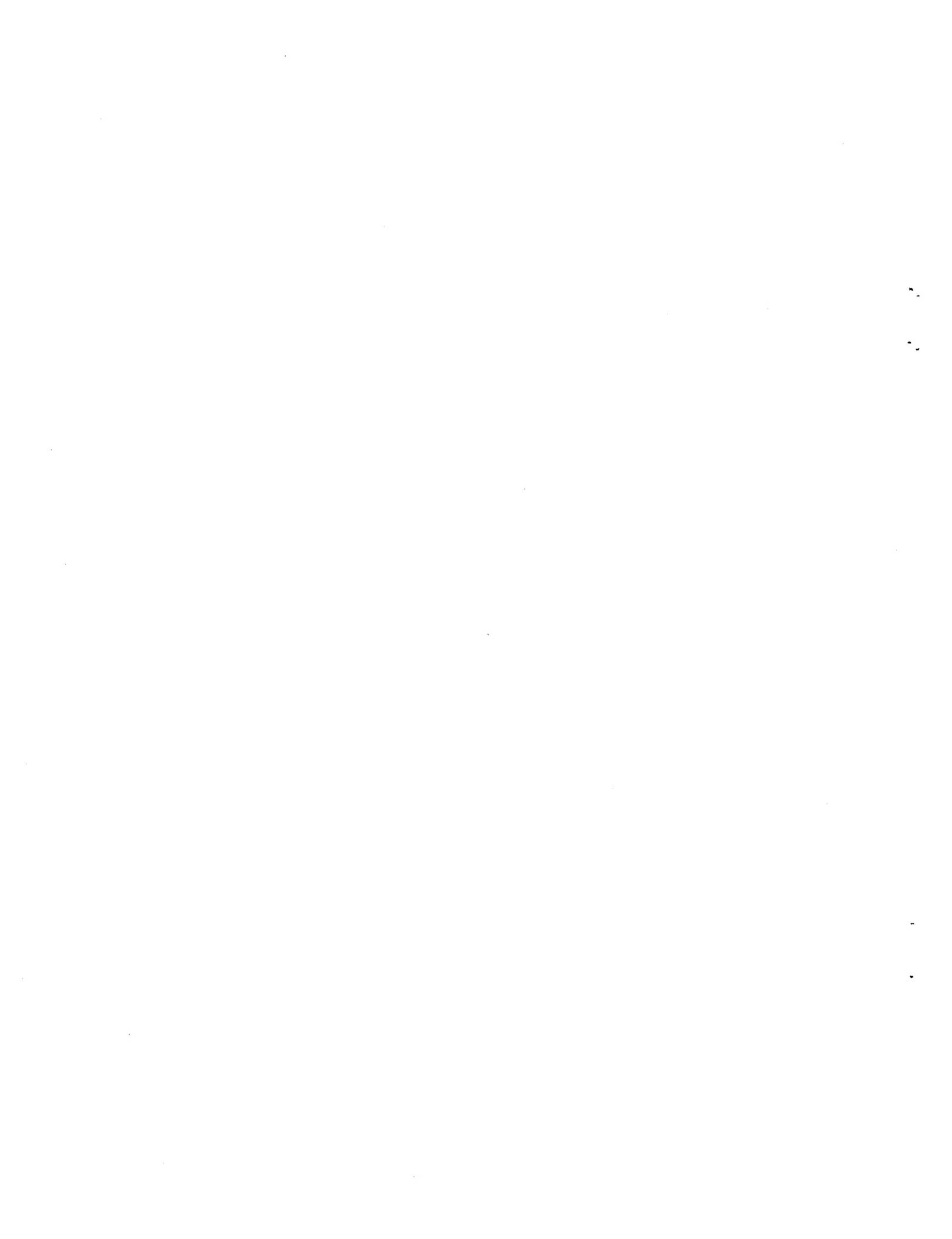
## PERSONNEL FILES

- A. A teacher shall have the right, upon request, to review the contents of his personnel files (in the offices of the principal, vice principals, and/or central administration). A teacher shall be entitled to have a representative of the Association accompany him during such review. A teacher shall have the right to indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and, if in the opinion of the Superintendent they are obsolete or otherwise inappropriate to retain, they shall be destroyed.
- B. No material derogatory to a teacher's conduct, service character or personality shall be placed in his personnel file(s) unless the teacher has an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material within ten (10) school days following the conference between both parties involved and his answer shall be reviewed by the Superintendent or his designee and attached to the file copies.
- C. The Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents.
- D. Inspection of personnel files is limited to twice a year on an appointment basis.



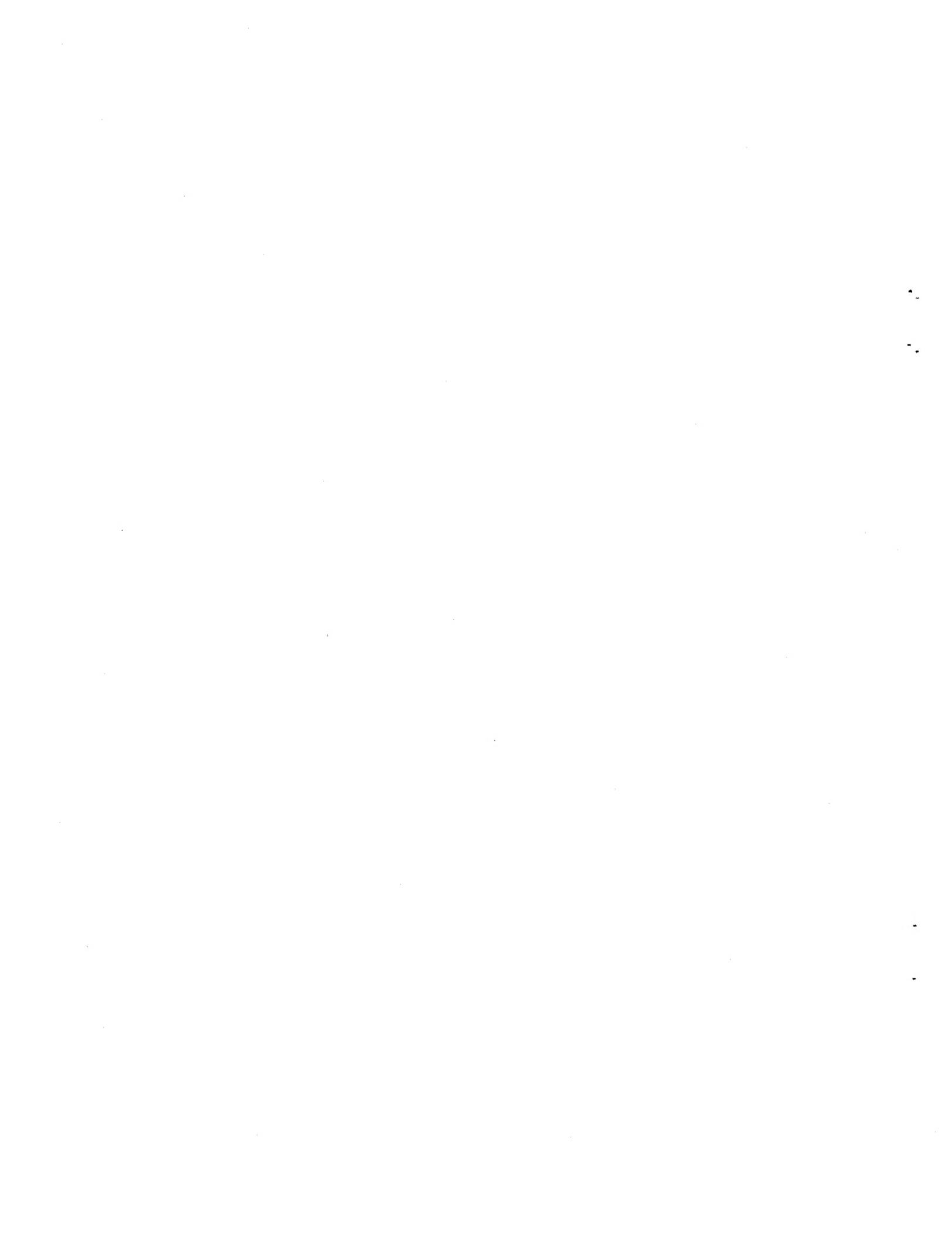
## PROMOTIONAL PROCEDURE

- A. Promotional positions are positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility including but not limited to positions as Directors, Coordinators and/or Department Heads, Counselors, and Coaches. All vacancies in promotional positions, including specialists and/or special projects teachers, pupil personnel workers and positions in progress funded by the Federal Government shall be adequately publicized by the Superintendent in accordance with the following procedure:
  1. When school is in session, a notice will be given to each school for posting and distribution at least fifteen (15) school days prior to the final acceptance date of applications. At this same time, two (2) copies of said notice will be given to the Association, (one to the President, one to the Secretary). Teachers who desire to apply for such vacancies should submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent will acknowledge in writing the receipt of all such applications. Applications will be kept on file in the Superintendent's office for continual consideration for future vacancies until the office is notified in writing by an applicant that the application is withdrawn. However, it remains the responsibility of the applicant to notify the Superintendent that the application is on file as new positions become available.
  2. Teachers who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session should submit their names to the Superintendent, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The Superintendent will, within the same time period, post a list of promotional positions to be filled during the summer period at each secondary school and a copy of said notice will be given to the Association.
- B. In both situations set forth in Section A above, the qualifications for the position, its duties, and the rate of compensation, will be clearly set forth.



C. All qualified teachers will be given adequate opportunity to make application and no position will be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the professional background and attainments of all applicants and other relevant factors.

In filling such vacancies, preference will be given to qualified teachers already employed by the Board and when all other factors are substantially equal, length of time in the Clifton School District will be the deciding factor. Each teacher applicant shall be interviewed concerning his application for promotion by the Superintendent or his designee. Disposition of appointments shall be made as soon as possible. Announcements of appointments will be made by posting a list in the office of the central administration and in each school building. The list will be given to the Association and shall indicate which positions have been filled and by whom.



## SABBATICAL

- A. Professional personnel with seven (7) or more consecutive years of service in the Clifton School System will be eligible for a sabbatical leave. At the option of the individual, the leave will be granted for one (1) or two (2) school semesters at fifty percent (50%) of full salary applicable to the school year in which the Sabbatical leave is taken.
- B. The maximum number of sabbaticals granted during any year will be ten (10). If more than ten (10) applications are submitted the selection will be made by an outside agency (Education Testing Service of Princeton.) The basis for selection will be a comprehensive application and not a competitive examination.
- C. Any member of the professional staff who is granted a sabbatical study leave of absence shall be required to abide by the following:
  - 1. For a Master's Degree level, the employee shall be required to be officially matriculating for a Master's degree in his major or minor teaching field.
  - 2. Number of credit hours shall total not less than sixteen (16) hours per semester and thirty-two (32) hours for the school year.
  - 3. Semester hour credits pursued shall be within the applicant's major or minor field and shall be acceptable in a college or university applying towards the matriculating degree.
  - 4. In the event of doctoral study, number of credit hours shall total not less than twelve (12) hours per semester and twenty-four (24) hours for the school year.
- D. The college or university selected for sabbatical must be accredited by one of the following accrediting associations:

New England ACSS

North Central ACSS

Western ACSS

Southern ACSS

Northwest ACSS

Middle States ACSS



- E. All employees who receive a sabbatical leave will contractually obligate themselves to the Clifton School System for a minimum of three (3) years of service immediately following termination of the sabbatical leave, subject to the emergency conditions herein above set forth in the Graduate Study section.
- F. Sabbatical leave applications must be submitted on or before December 1, of the school year prior to the desired sabbatical year.
- G. Within ten (10) days of the completion of the first semester and ten (10) days of completion of the second semester, the applicant is to request a transcript to be submitted to the Board of Education.
- H. Within ten (10) days of the commencement of the courses, the teacher on sabbatical will notify the Superintendent of the courses actually being taken by course title and catalogue description.



## SALARY GUIDE

1973-1974

	Bachelor's Degree	Master's Degree	Sixth Year Level*
1	8490	9090	9918
2	9015	9681	10559
3	9540	10272	11200
4	10065	10863	11841
5	10590	11454	12482
6	11115	12045	13123
7	11640	12636	13764
8	12165	13227	14405
9	12690	13818	15046
10	13215	14409	15687
11	13740	15000	16328
12	14265	15591	16969
13	15365	16923	18401

\*Thirty (30) credits beyond MA

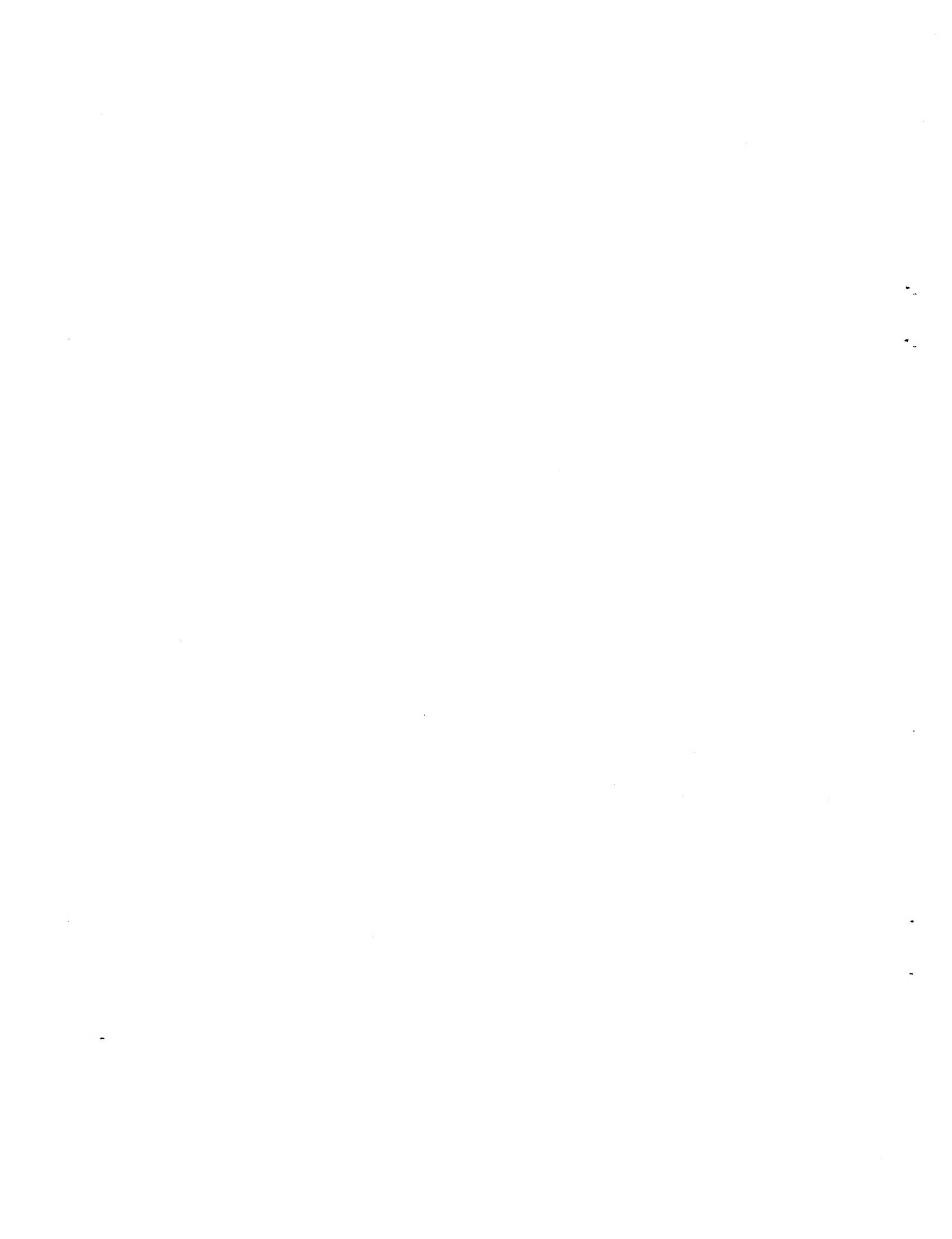


## SALARY GUIDE

1974-1975

	Bachelor's Degree	Master's Degree	Sixth Year Level*
1	8725	9299	10077
2	9290	9890	10718
3	9815	10481	11359
4	10340	11072	12000
5	10865	11663	12641
6	11390	12254	13282
7	11915	12845	13923
8	12440	13436	14564
9	12965	14027	15205
10	13490	14618	15846
11	14015	15209	16487
12	14540	15800	17128
13	16165	17723	19201

\*Thirty credits (30) beyond MA



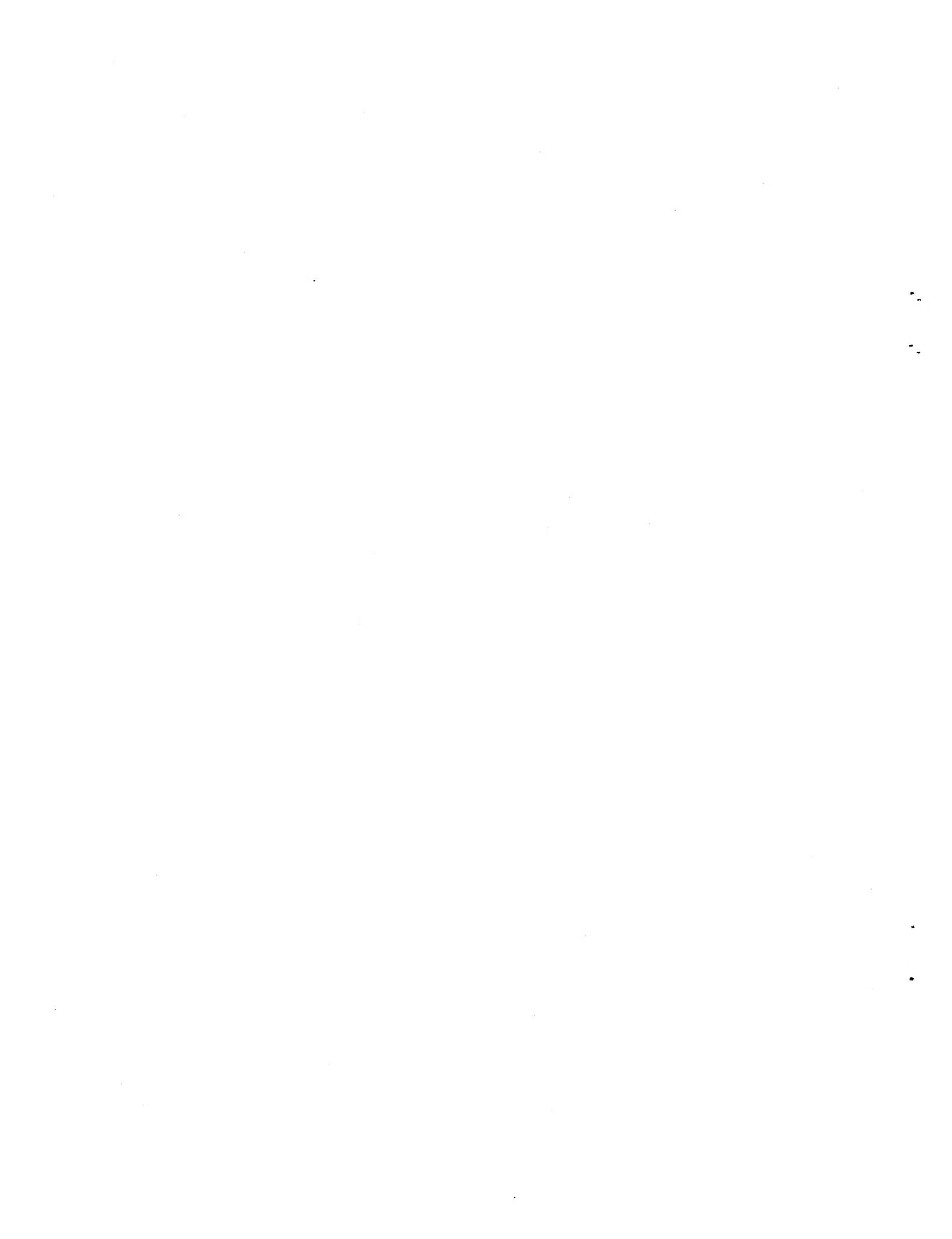
## COORDINATOR'S SALARY GUIDE

### Subject Coordinator

1.05 of equivalent teacher salary (step and degree).  
New coordinators shall hold Master's Degree.

### Student Activity Coordinator

1.04 of equivalent teacher salary (step and degree).  
New coordinators shall hold Master's Degree.  
Coordinator shall be excused from one of his teaching assignments.



## SCHOOL CALENDAR

- A. All teachers covered by this Agreement, other than those new to the Clifton School System, shall not be required to be in attendance for more than two (2) days in excess of the number of student school days for the regular school calendar year.
- B. The Clifton Teachers' Association shall have the right to examine and suggest changes in the school calendar before it becomes official, but the final approval rests with the Board of Education.
- C. The list of items required to be submitted by teachers prior to the ending of schools shall include the following: registers, duplicate of page 32 and the white cards, book fines and refunds, telephone call reports, promoted and non-promoted lists, duplicate report cards, cumulative record cards, and those records and reports as required by the State Department of Education.



## SUMMER SCHOOL

--The following regulations are a compendium of rules resulting from policy adopted by the Clifton Board of Education on December 18, 1968.

The faculty of the Summer School will be as follows:

1. Supervisor and service personnel to be selected by the administration.
2. Only tenure teachers will be accepted for Summer School. Non-tenure or teachers not in the employ of the Board of Education will be used only on an emergency basis.
3. All teaching personnel will be selected on a rotating, departmental, seniority basis.
4. Major certification in the available opening is a requisite for appointment.
5. Salary for the 1973 Summer School will be eight percent (8%) of the 1972-1973 contractual salary.
6. Salary for the 1974 Summer School will be six percent (6%) of the 1973-1974 contractual salary.
7. Summer School full assignment shall be one-hundred and twenty (120) teaching hours. Salary for assignment for or less than one-hundred and twenty (120) teaching hours shall be increased or decreased proportionately.
8. All applications for Summer School staff must be submitted by May 15 before the Summer School. These applications may be obtained from a supervisor, subject coordinator, or principal.
9. The Board of Education retains the right, in its sole discretion, to eliminate or terminate summer school in any one or more school years.
10. Service of less than full assignment shall be paid proportionate to the full percentage stated herein.
11. Deductions of pay shall be made for all absenteeism.
12. Driver Education teachers shall be paid a salary of \$5.50 per hour while teaching Driver Education.
13. The above regulations apply to the contractual year commencing with July 1, 1974 through June 3, 1975.



## TEACHER ABSENCE

### A. Procedure

When unable to report to work because of personal illness, the teacher shall call the answering service (which number will be provided each teacher at the beginning of the school year) as soon as possible stating his name, school assignment, grade or subject, and reason for absence. Traveling personnel within the school district shall notify the home base school.

### B. Causes

#### 1. Personal Illness

Ten (10) sick days are allowed annually with full pay; all of which may be accumulative and available for use at full pay as needed in subsequent year. There is no limit to the number of sick days that may be accumulated.

After six (6) consecutive sick days, the Superintendent or his designee may request a doctor's certificate.

In addition to the foregoing benefits, all professional employees will be allowed additional benefits as follows: If illness continues beyond the ten (10) days allotted and the accumulation credited to the employee has been exhausted, there shall be granted to said employee: Not more than twenty (20) additional days at half pay.

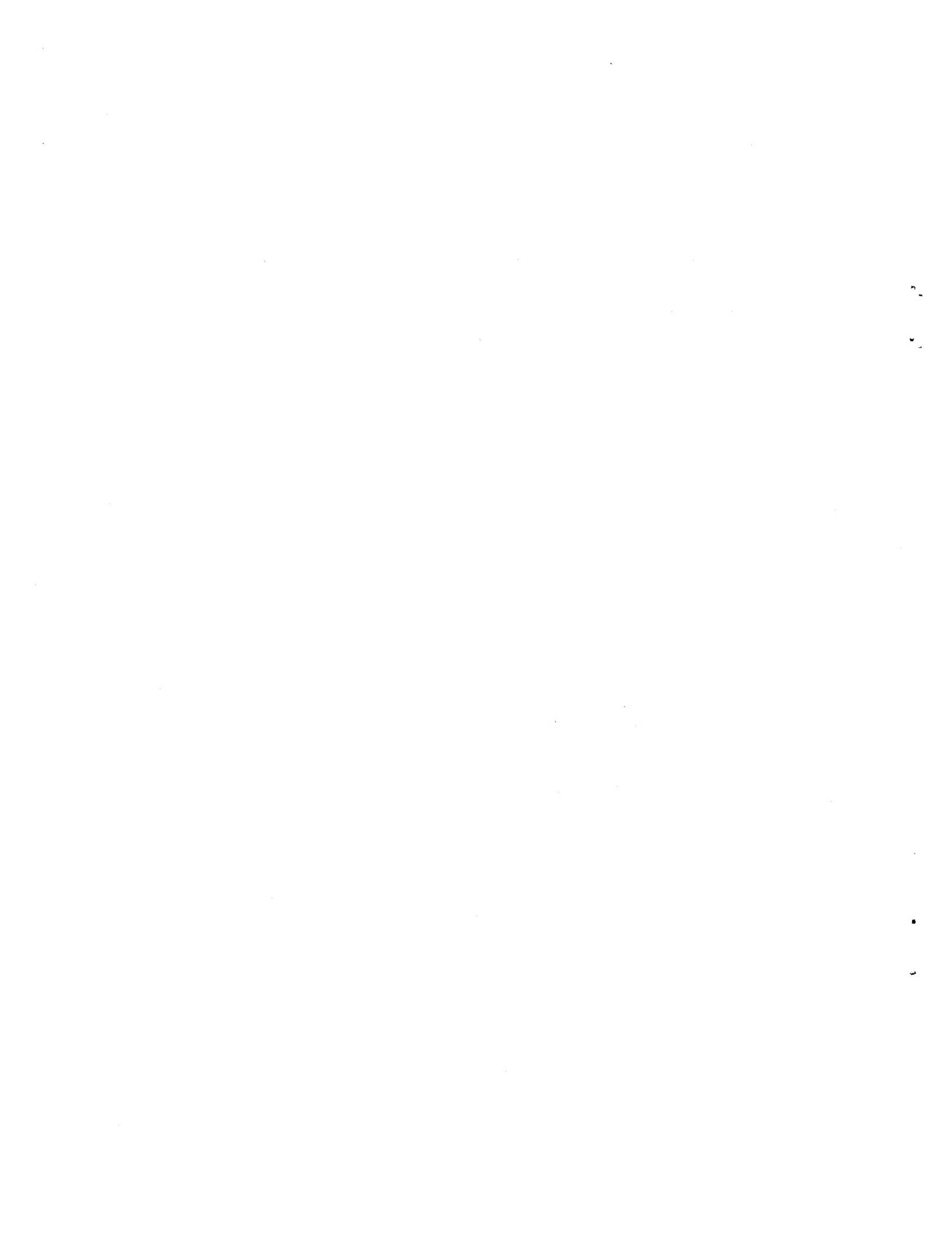
#### 2. Death

Four (4) consecutive days following date of death for each death without salary deduction shall be allowed for death of father, mother, brother, sister, husband, wife, child, grandfather, grandmother, grandchildren, father-in-law and mother-in-law.

#### 3. Jury Duty - Without deductions

#### 4. Marriage

A maximum of five (5) school days during the year with a deduction of 1/200ths of the annual salary for each day.



## 5. Maternity Leave--With Salary Deduction

Board of Education regulations concerning maternity leaves of absence clearly state as follows: "An employee shall request a maternity leave of absence at least five (5) months prior to expected delivery. A physician's certificate confirming pregnancy and expected date of delivery shall be submitted with the request.

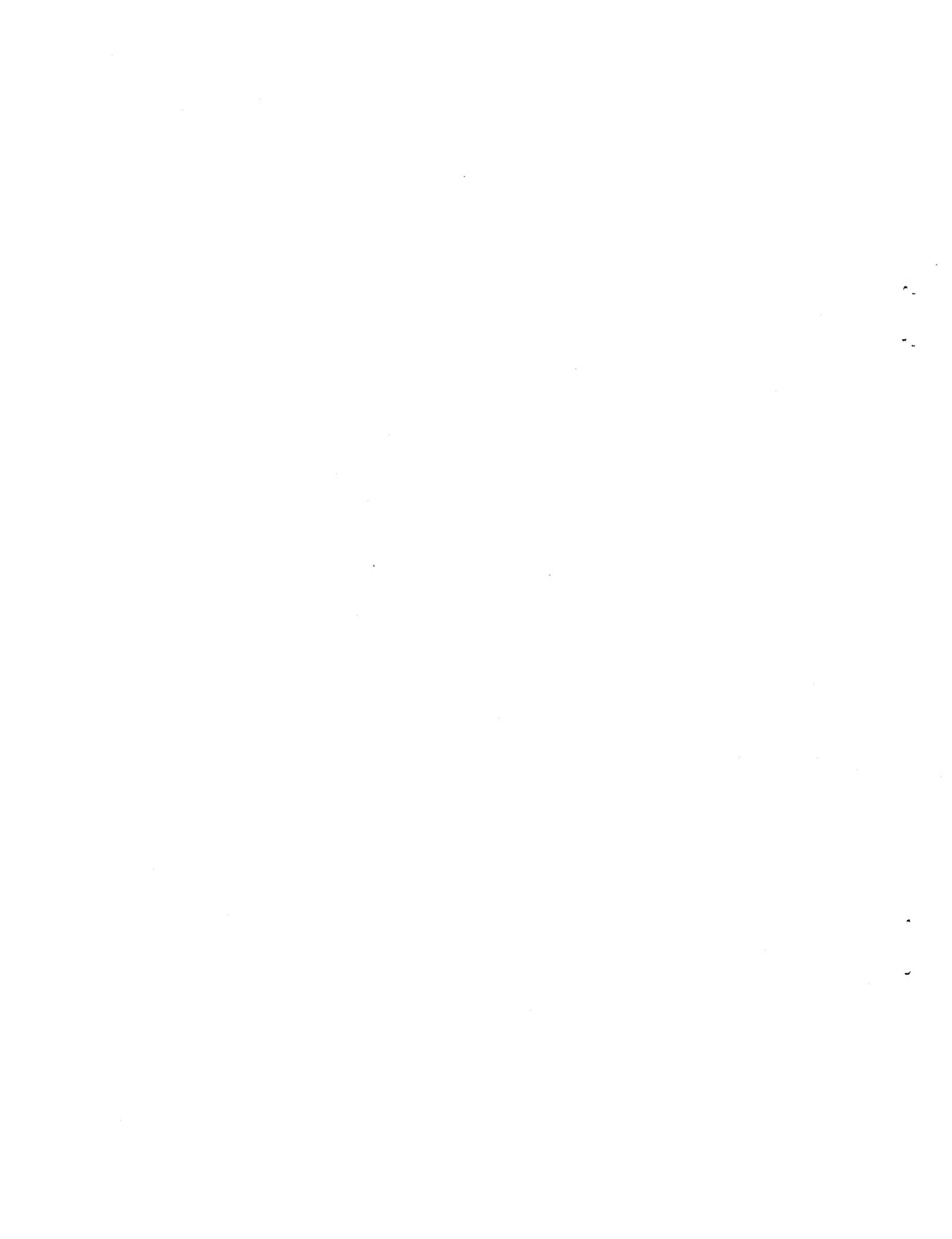
This request shall be submitted to the Superintendent of Schools together with the physician's certificate." Personnel affected by the regulation are expected to comply with its provisions without exception. It is expected that employees leave the system no later than the completion of their fourth month of pregnancy in full compliance with the regulation.

It is further expected that employees notify the Superintendent's office two months prior to the beginning of maternity leave which will enable the administration to obtain a qualified substitute. Annual contract employees are granted maternity leave up to the expiration date of their contracts. Tenure employees are given one-year non-renewable leave terminating at the end of the term first succeeding an eight-month period following stated delivery date, unless a teacher requests a shorter period and the same is approved by the administration.

Administration of the fourth-month pregnancy rule is to set the departure date at the close of the next succeeding payroll period, or such time, as the administration may deem necessary to secure an adequate replacement provided medical and other factors are deemed sufficient to warrant such action.

## 6. Military--Without Deduction

Military leaves related to annual active duty training shall be granted on an individual basis in accordance with existing New Jersey Statutes. Teachers who are members of the Reserves or National Guard shall request his or her superior officer to allow him or her to fulfill his military requirements during the summer vacation.



## 7. Personal Reasons

Employees will be granted three (3) personal days (not to be taken from accumulated sick leave). If not used, the three (3) days will remain in effect but there is no accumulation beyond three (3) days in any one year. In case of use of any or all of three (3) allotted days, two (2) days will be added each subsequent year, but in no case will the total of available days exceed three (3).

One or more of the following categories are eligible reasons for taking personal days:

- a. Death (except as indicated in B. Causes 2)
- b. Illness (except personal illness as indicated in B Causes 1)
- c. Court Order
- d. Religious holidays
- e. Personal affairs of a non-recreational nature and personal affairs or professional affairs which might not be carried out after school hours or weekends.

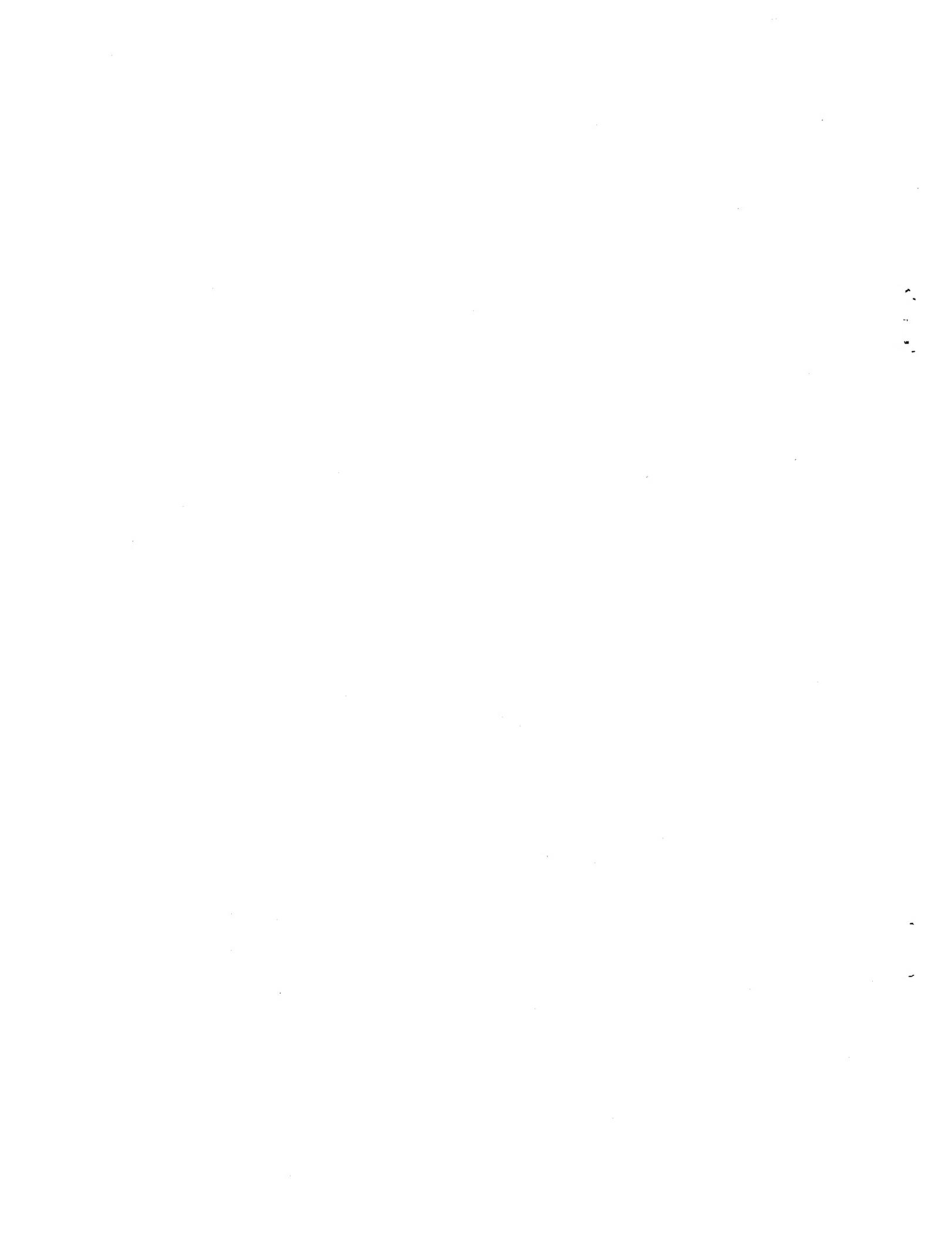
When possible, permission to take a personal day must be secured in advance from the Superintendent's office. If not secured in advance, the request is to be confirmed in writing as soon as possible thereafter.



## TEACHER AIDES

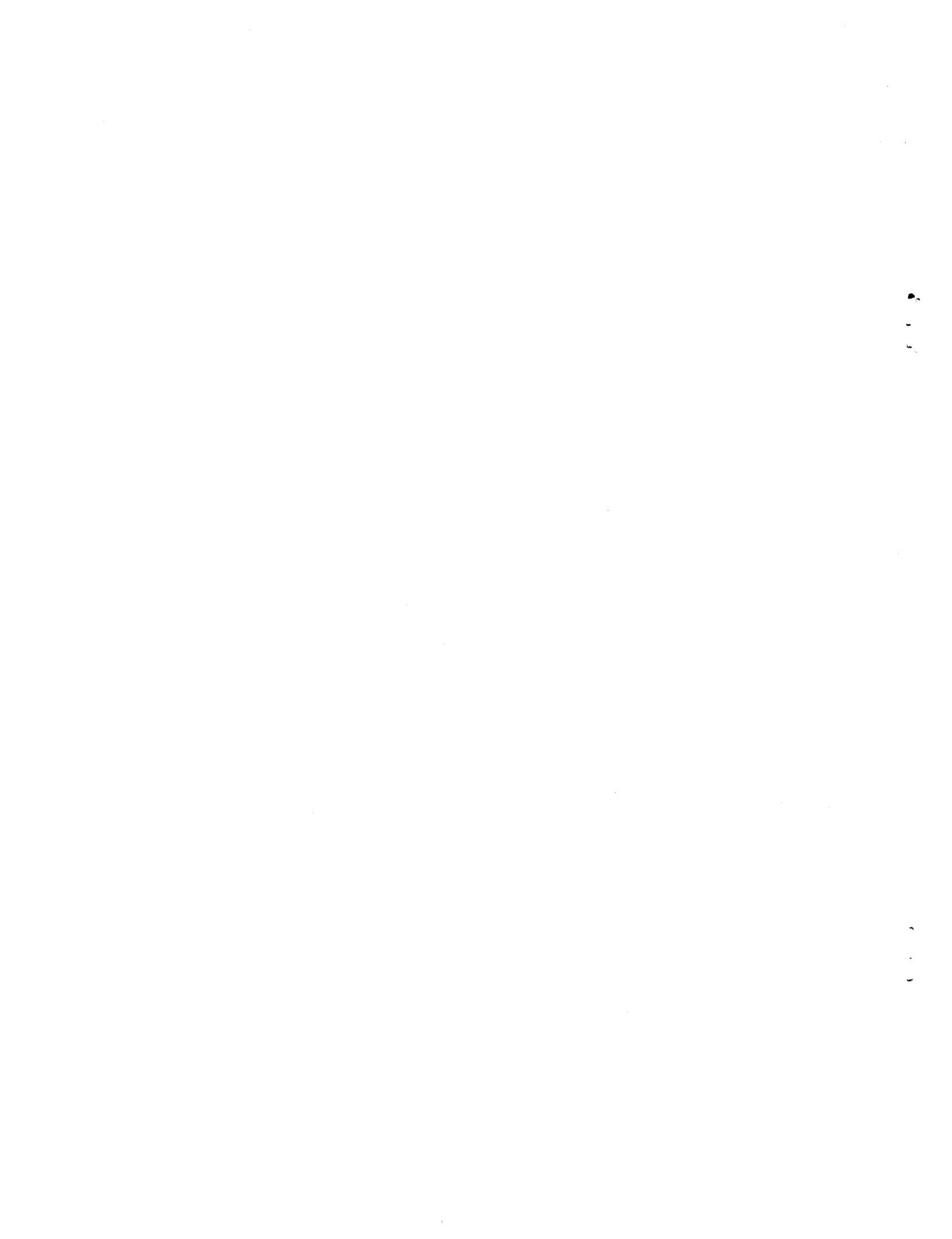
The Board of Education agrees to hire by September 1, 1973 a sufficient number of teacher aides so that all elementary teachers will have a duty-free lunch and playground period from 11:45 to 12:35.

Any assigned coverage by teachers during this lunch period will only be necessitated in order to comply with State Law.



## TEACHER EVALUATION

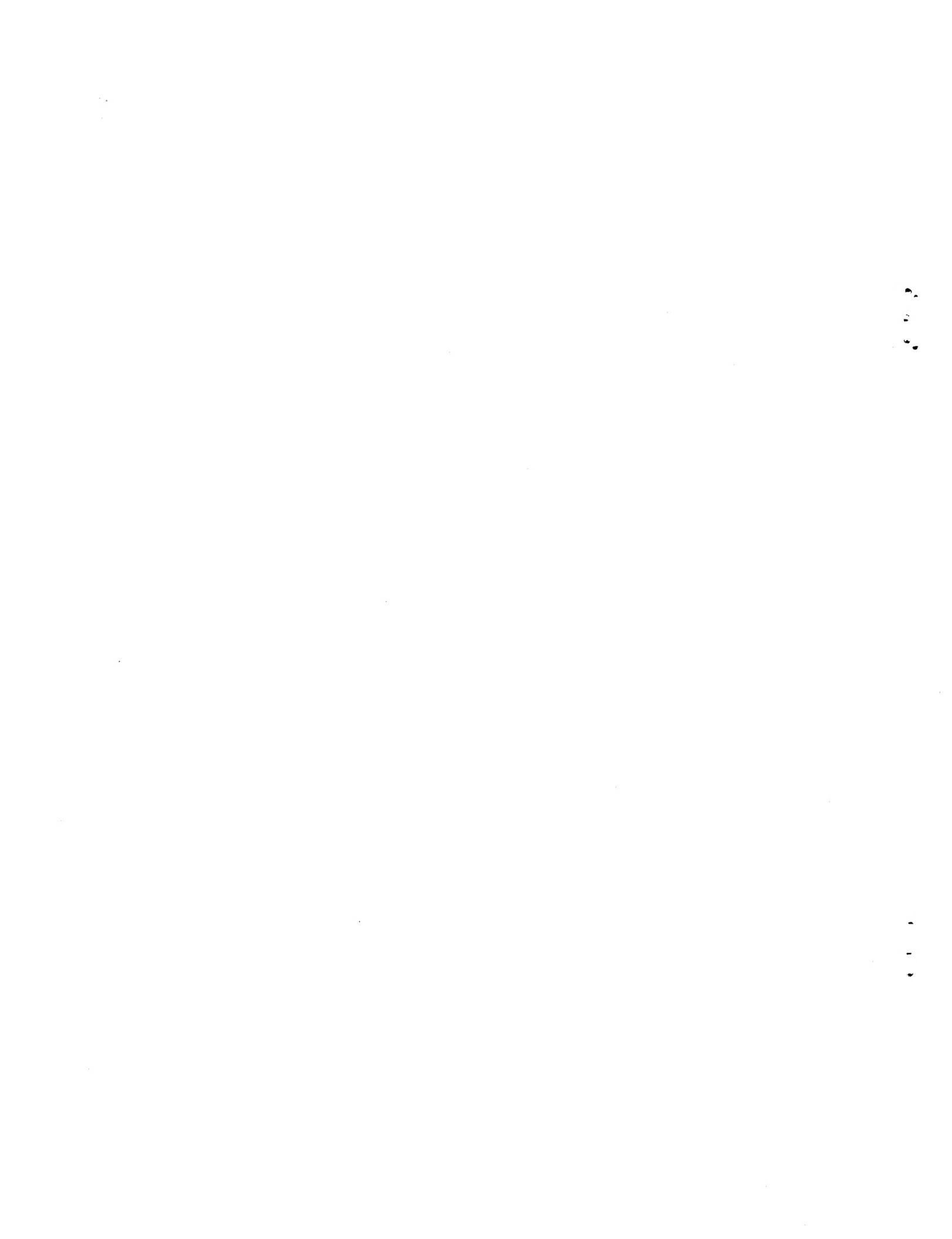
- A. Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction. A teacher shall be given a copy, for his own use, of any class visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the Superintendent's office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.
- B. Final evaluation of a teacher upon termination of his employment should be concluded prior to severance whenever possible.
- C. Criteria on which the evaluation is to be based shall be uniform for the entire school system and an individual copy shall be given to each teacher at the commencement of each year.
- D. No teacher shall be given an adverse evaluation of his professional services without just cause.



## TEACHER RIGHTS

- A. Every employee of the Board of Education shall have the rights, benefits, and privileges granted by Federal, State and Local laws, rules, and regulations and nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- B. Whenever any teacher is required to appear before the Superintendent, or his designee, the Board or any committee member, representative or agent thereof including principals, vice-principals, or department heads concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or his salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the CTA present to advise him and represent him during such meeting or interview.

Nothing in this paragraph shall be construed to mean that the above parties including principals, vice-principals and department heads, may not discuss general and routine matters related to the educational process with the teacher without the representation of the Association and without prior written notice, provided, however, that the intent and purpose of the conference is not contemplated to support a charge or charges which could reasonably be expected to eventuate in the dismissal of the teacher or affect his salary.
- C. The teacher shall maintain the exclusive right and responsibility to determine grades within the grading policy of the Clifton School District based upon his professional judgement of available criteria pertinent to any given subject areas or activity to which he is responsible. No grade shall be changed without the knowledge of the teacher.



D. Teachers who may be required by the Superintendent or his designee to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate of twelve cents (12¢) per mile for all driving.

E. No teacher at the Senior High School level shall have more than five (5) period assignments per day, exclusive of homeroom. Teachers at the junior high schools shall have no more than six (6) period assignments if possible per day exclusive of homeroom. Classroom teachers shall, in addition to their lunch period, have a preparation period as follows:

1. Elementary Schools: One half of teachers during assemblies.  
When physical education specialist takes class.
2. Junior High Schools: One period of eight.
3. Senior High School: One period of seven.

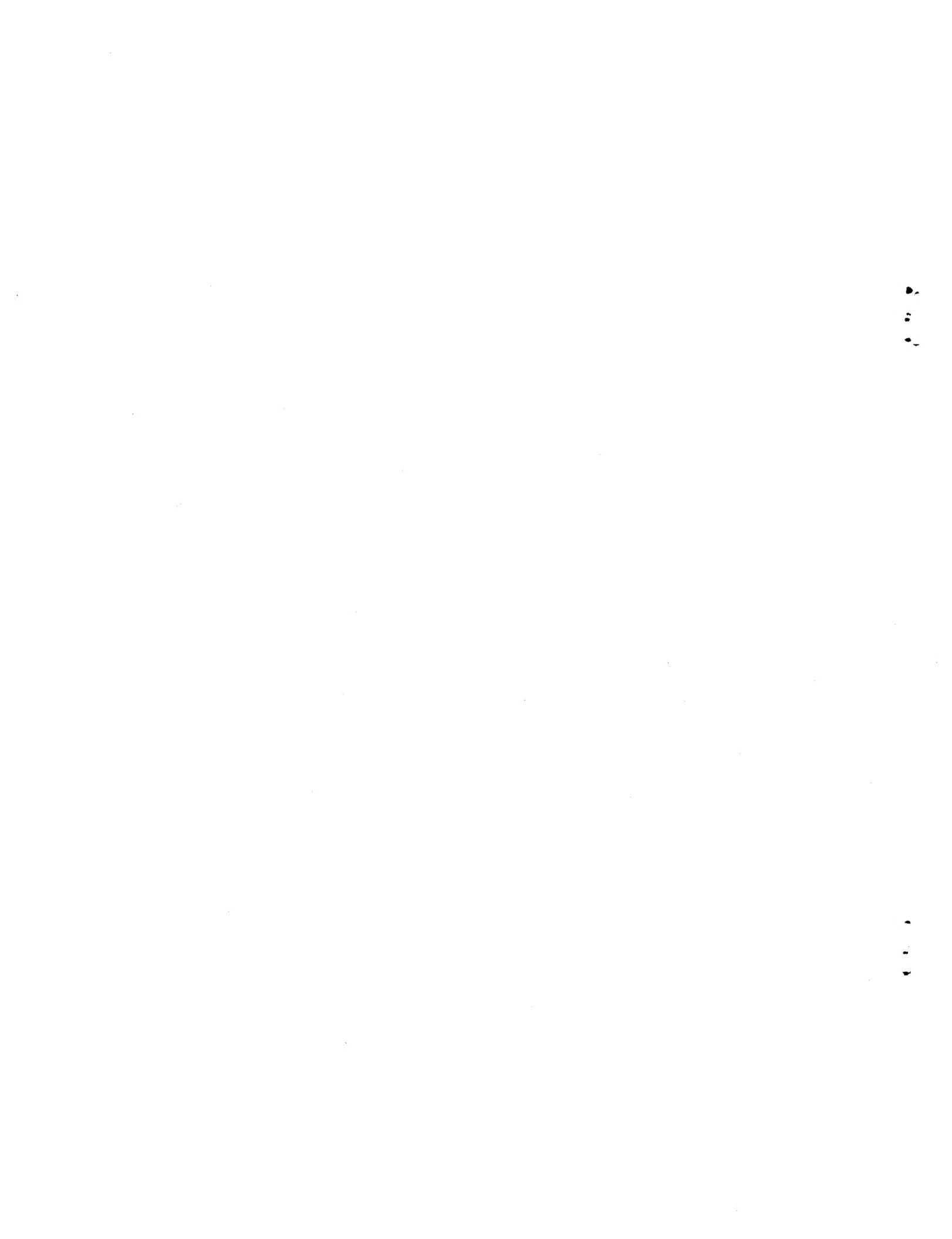
Whenever possible, no teacher at the secondary level shall be assigned more than four (4) consecutive periods a day.

The hours for the regular and substitute teacher in the Clifton Public Schools are as follows:

1. Elementary Schools: 8:30 to 11:45 and 12:35 to 3:50 on all days except Friday and other last days of school for the week. On these days the times shall be 8:30 to 11:45 and 12:35 to 3:30.
2. Junior High Schools: 8:05 to 3:25.
3. Senior High School: 7:50 to 2:55.
4. Special Classes: 8:30 to 2:15.

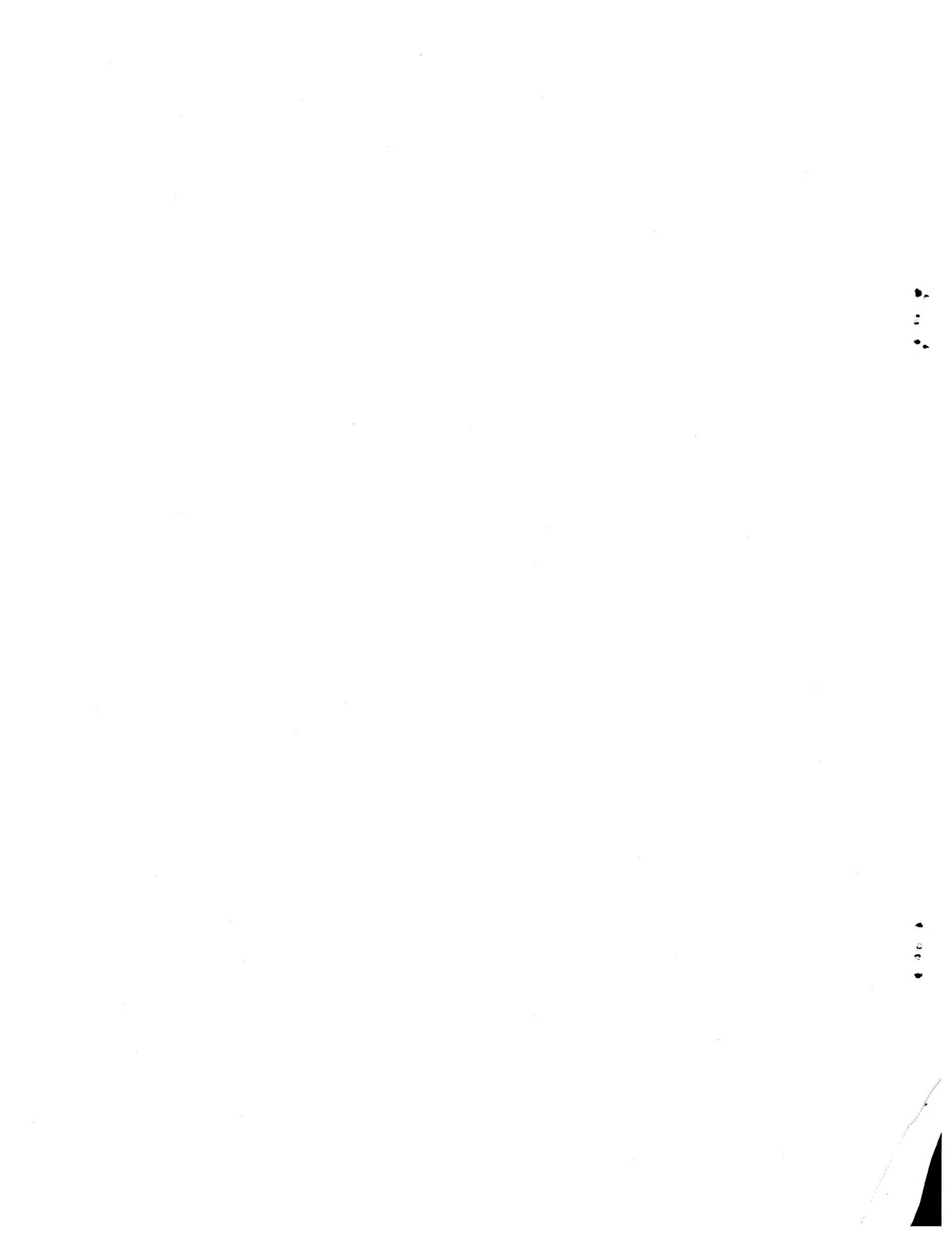
F. When a teacher is to be replaced and when the date of the replacement is known then the replacement teacher shall be required to spend a period, as stipulated by the Superintendent, with the teacher that is leaving.

Remuneration for the period of time is to be at the discretion of the Board.



## VOLUNTARY TRANSFERS AND REQUESTS

Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than April 15 of the current school year. Such statement shall contain grade and/or subject area or school to which he desires to be changed or assigned. If an opening exists, no such request shall be denied without basis in fact.



In witness whereof the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries and their corporate seals to be placed hereon, all on the day and year first above written.

CLIFTON TEACHERS' ASSOCIATION

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

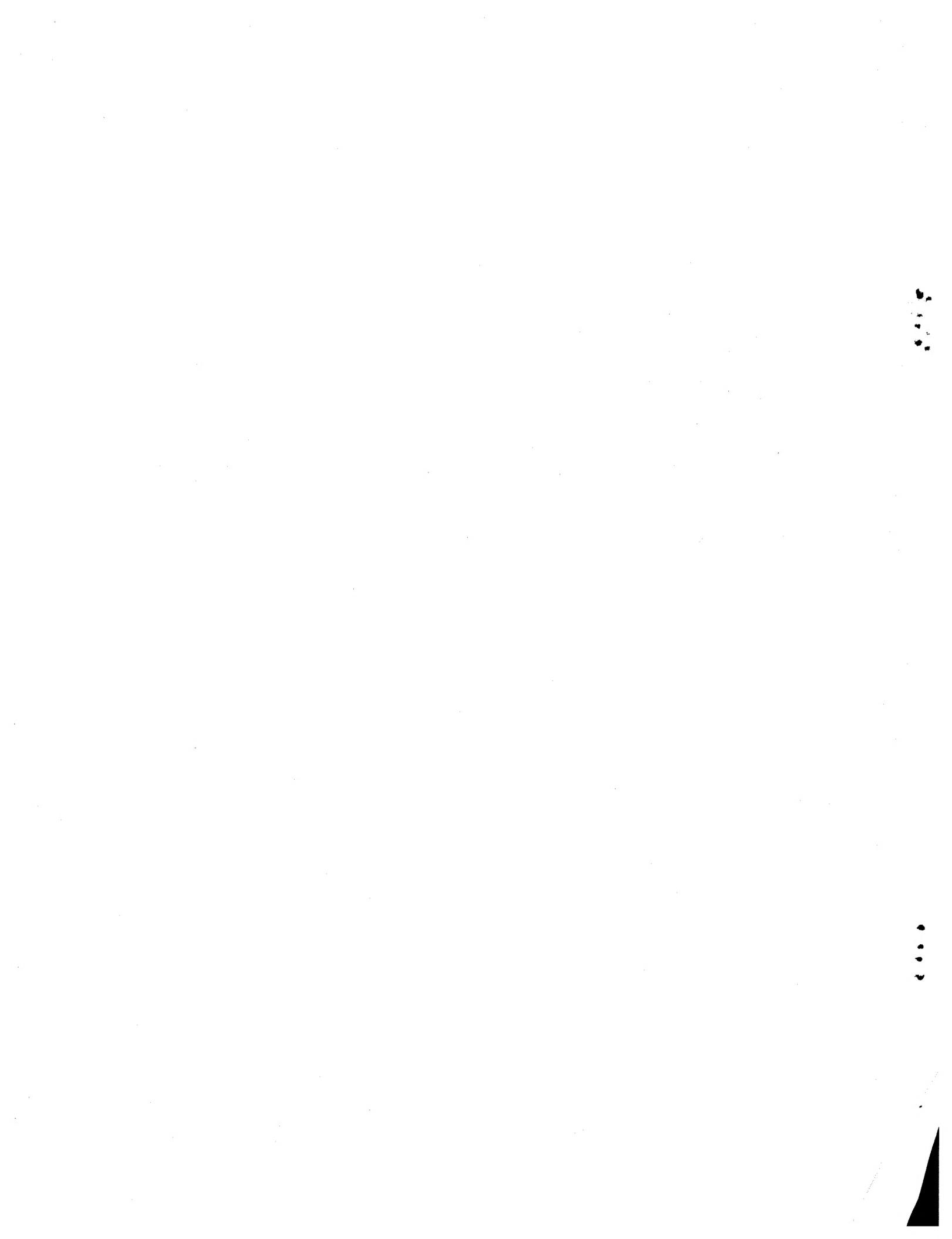
SEAL

CLIFTON BOARD OF EDUCATION

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

SEAL



3. The approved study categories are as follows:

- a. Major and minor teaching fields for teachers assigned to grades seven through twelve inclusive as certified by the New Jersey Department of Education.
- b. Elementary education oriented courses for elementary teachers certified by the New Jersey Department of Education for teachers assigned to grades K through six inclusive.
- c. In addition to the above, the Superintendent of Schools or his designee shall approve courses for teachers officially matriculating in an advanced degree program in education and which are required as stated in the official catalogue of the college or university as a prerequisite to the award of such degree. Teachers who change from one college or university to another or from one degree matriculation to another shall be eligible for reimbursement once for prerequisite courses required for the original degree sought and for which official matriculation was granted.

Subject to 3a, b, or c above:

4. Courses when passed must be approved by the Superintendent of Schools or his designee.
5. Payment will be made for tuition costs only.
6. Teachers receiving sabbatical leaves will not be eligible for course reimbursement for that year.
7. Teachers must be employed by the Board to receive payment.
8. Reimbursement procedure: Submit within sixty (60) days following notification by the college/university of successful completion of academic course and grade earned, a request to the Superintendent or his designee for reimbursement which includes the following information:
  - a. Course Number
  - b. Title
  - c. Credit Hours
  - d. Graduate Level Designation
  - e. Course description (clip from catalogue or reproduce that portion listing above information
  - f. Official Transcript
  - g. Validated voucher showing tuition, parking (if any), late fee, deferred fee, registration fee, etc.

